AGENDA ITEM 4

City of Bell
Agenda Report

DATE: June 24, 2026

TO: Mayor and Members of the City Council

FROM: Michael L. Antwine II, City Manager

APPROVED BY: Michael L. Antwine II (e-signature)
_____
Michael L. Antwine II, City Manager

SUBJECT: Approval of Day of the Dead (Dia de Los Muertos) Altar

RECOMMENDATION:

It is recommended that the City Council approve the installation of a Day of the Dead (Dia de Los Muertos) altar (ofrenda) at the Bell House from October 31 through November 2, 2026.

BACKGROUND:

Day of the Dead (*Día de los Muertos*) is a traditional holiday celebrated throughout Mexico and in communities with strong Hispanic and Latino heritage. Observed annually from **October 31 through November 2**, the holiday honors and remembers deceased loved ones through cultural traditions, storytelling, music, food, and commemorative displays. The celebration serves as an opportunity for families and communities to reflect on the lives and memories of those who have passed away.

DISCUSSION:

To commemorate Dia de los Muertos, staff proposes the installation of a community altar (ofrenda) at the Bell House. The altar will be decorated with traditional elements associated with the holiday and will be displayed to the public throughout the celebration period.

Community members will be invited to visit the altar and honor their loved ones by placing photographs, flowers, or other meaningful items as part of the display.

The altar will provide residents with an opportunity to celebrate cultural traditions and foster community engagement.

FISCAL IMPACT:

The estimated cost for decorations and related materials is $500 and will be funded through the City Council Department budget within the General Fund.

STRATEGIC PLAN 2023-25:

Target 3: Elevating Quality of Life
Goal 6: Develop Community Participation

ATTACHMENT(S):

None

AGENDA ITEM 5

City of Bell
Agenda Report

DATE: June 24, 2026

TO: Mayor and Members of the City Council

FROM: Rickey Manbahal, Finance Director ***RM***

APPROVED BY: Michael L. Antwine II (e-signature)
_____
Michael L. Antwine II, City Manager

SUBJECT: Resolution Amending the Annual Appropriation Limit for the FY 2026-27, in accordance with Article XII of the California Constitution and Government Code Section 7910

RECOMMENDATION:

It is recommended that the City Council read by the title only, waive further reading and adopt Resolution No. 2026-32 titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL ESTABLISHING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2026-27 IN ACCORDANCE WITH ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION AND GOVERNMENT CODE SECTION 7910

BACKGROUND:

The "Gann Initiative" (established by 1979's Proposition 4) restricts the amount of tax-generated monies government entities can spend in a given fiscal year. Incorporated into Article XIII B of the State Constitution, the Gann appropriations limit specifies that appropriations funded by taxes may be increased annually by the higher of the change in California per capita income or nonresidential assessed valuation and the change in Bell population or Los Angeles County population.

DISCUSSION:

In compliance with Article XIII B of the Constitution of the State of California, and Section 7910 of the Government Code, the City hereby establishes the City's Appropriation Limit for the Fiscal Year 2026-2027 to be $96,053,341.

The data used to calculate the City of Bell's 2026-27 limit are the change in California's per capita income 4.95%, and the County of Los Angeles' population growth of -0.64%. The application of these growth factors to the City's 2025-26 appropriations limit, $92,112,475, produces the City's 2026-27 limit of $96,053,341.

The margin between the City's limit and its appropriations subject to limit is exceptional. Total budget appropriations subject to limit are $16,952,117. Thus, the City is $79,101,224 below the limit. Stated alternatively, the City's FY 2025-26 appropriations are 17.65% of the allowable limit.

STRATEGIC PLAN 2023-25:

This agenda item aligns with the City of Bell 2023-25 Strategic Plan:

Target 4: Fostering Financial Resilience
Goal 5: Update the City's finance-related policies, procedures and process

FISCAL IMPACT:

NONE

ATTACHMENT(S):

1. Appropriations (Gann) Limit Calculation for FY26-27
2. State Department of Finance Price and Population Information
3. Resolution 2026-32

Attachment A - Appropriations (GANN) Limit Calculation for FY26-27

City of Bell
Appropriations (Gann) Limit Calculation
Fiscal Year 2026-2027

WORKSHEET 1

I	**Appropriation Limit**		
	Prior Year, 2025-26 Adopted Limit		$92,112,475
	Change Factors:		
	Change in California Per Capita Income (Note 1)	1.0495	
	Change in County of LA Population (Note 2)	0.9936	1.0428
	Current Year, 2026-2027 Appropriation Limit		$96,053,341
II	**Appropriations Subject to Limit**		
	Projected 2026-27 Revenues, General Fund		20,622,321
	Less: Non-Proceeds of Taxes		(3,670,204)
	Total City Appropriations Subject to Limit		$16,952,117
III	**Amount Over/(Under) Limit (I - II)**		($79,101,224)
IV	**Total City Appropriations as a % of Limit**		17.65%

Note 1: Change in California per capita income is 4.95%. Optional growth factor, change in non-residential assessed valuation, is not available.

Note 2: County of Los Angeles' population growth, -0.64% (negative), compare to City of Bell growth, -0.36% (negative). Total City population as of January 1, 2026 is 33,211

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

Gavin Newsom ▪ Governor
1021 O Street, Suite 3110 ▪ Sacramento CA 95814 ▪ www.dof.ca.gov

May 1, 2026

Dear Fiscal Officer:

Price Factor and Population Information

Appropriations Limit
California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2026, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2026–27. Attachment A provides the change in California's per capita personal income and an example for utilizing the factors to calculate the 2026–27 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2026**. Please note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

/s Erika Li
Attachment

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2026–27 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2026-27	4.95

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2026–27 appropriation limit.

2026–27:

Per Capita Cost of Living Change = 4.95 percent
Population Change = -0.14 percent

Per Capita Cost of Living converted to a ratio: $\frac{4.95 + 100}{100} = 1.0495$

Population converted to a ratio: $\frac{-0.14 + 100}{100} = 0.9986$

Calculation of factor for FY 2026–27: 1.0495 x 0.9986 = 1.0480

About the Data

FISCAL YEAR 2026-27
Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2025 to January 1, 2026, and Total Population January 1, 2026

City	County	Percent Change 25-26	Population Minus Exclusions 1-1-25	Population Minus Exclusions 1-1-26	Total Population 1-1-26
Baldwin Park	Los Angeles	-0.10	70,800	70,729	70,729
Bell	Los Angeles	-0.36	33,331	33,211	33,211
Bellflower	Los Angeles	-0.32	76,449	76,203	76,203
Bell Gardens	Los Angeles	-0.50	38,679	38,484	38,484
Beverly Hills	Los Angeles	-0.29	32,209	32,116	32,116
Bradbury	Los Angeles	-0.44	905	901	901
Burbank	Los Angeles	0.49	105,713	106,229	106,229

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

RESOLUTION NO. 2026-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL ESTABLISHING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2026-27 IN ACCORDANCE WITH ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION AND GOVERNMENT CODE SECTION 7910

WHEREAS, Article XIII B was added to the California Constitution at the special State-wide election held November 6, 1979 (commonly known as Proposition 4 or the Gann Limit); and

WHEREAS, Government Code Section 7910 was added to Chapter 12.05 by Statute at the Regular Session of the California Legislature; and

WHEREAS, Proposition 111, which, among other things, provides new annual adjustment formulas for the Appropriations Limit, was approved by the voters in June,1990; and

WHEREAS, The League of California Cities and the State of California Department of Finance have published population and per capita income growth indexes, as well as guidelines for the uniform application of Proposition 111; and

WHEREAS, Government Code Section 7910 requires the governing body of each local jurisdiction to adopt, by resolution, its appropriation limit; and

WHEREAS, said appropriations limit must be adhered to in preparing and adopting this City's annual budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY FIND AND RESOLVE AS FOLLOWS:

Section 1: In compliance with Article XIII B of the Constitution of the State of California, and Section 7910 of the Government Code, the City hereby establishes the City's Appropriation Limit for the fiscal year 2026-2027 shall be $96,053,341.

Section 2: In computation of such limits, the City selected the population growth for the County of Los Angeles, -0.64%, not the City of Bell, -0.36%, for use in the 2026-27 Fiscal Year.

Section 3: In computation of such limits, the City used the change California per capita income, 4.95% and not the change in Bell nonresidential assessed valuation, an amount not available, for the 2026-27 Fiscal Year.

Section 4: Said Appropriation Limit shall be adhered to in the City of Bell's budget for the 2026-27 Fiscal Year.

Section 5: This resolution shall become effective immediately upon its adoption.

Section 6: The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED On June 24th, 2026.

Ali Saleh, Mayor

APPROVED AS TO FORM:

Danny Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Angela Bustamante, Interim City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 24th day of June 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Angela Bustamante, City Clerk

AGENDA ITEM 6

City of Bell
Agenda Report

DATE: June 24, 2026

TO: Honorable Mayor and Members of the City Council

FROM: Rickey Manbahal, Finance Director RM
Gina Skibar, Human Resources and Risk Manager

APPROVED BY: Michael L. Antwine II (e-signature)
Michael L. Antwine II, City Manager

SUBJECT: Consideration of and adoption of a Resolution identifying Employee Classifications, Compensation Levels, and Salary Ranges and Rescinding Resolution No. 2025-28

RECOMMENDATION:

It is recommended that the City Council read by title only, waiver further reading, and adopt Resolution No. 2026-38 titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, IDENTIFYING EMPLOYEE CLASSIFICATIONS, COMPENSATION LEVELS, AND SALARY RANGES, AND PART-TIME RATES TO COMPLY WITH CAL-PERS SALARY POSTING REQUIREMENT AND STATE OF CALIFORNIA MINIMUM WAGE ADJUSTMENT AND RESCINDING RESOLUTION NO. 2025-28

DISCUSSION:

Staff is recommending adoption of a new salary resolution to consolidate all approved bargaining unit salary schedules, update compensation tables to include annual, monthly, and hourly rates as required by CalPERS, incorporate the State minimum wage adjustment for part-time classifications, and ensure consistency with recently approved Memoranda of Understanding.

At the City of Bell City Council meetings on February 12, 2025, and January 14, 2026, staff presented salary tables showing ranges for all bargaining groups and part-time hourly employees.

These salary ranges resulted from successful negotiations with each bargaining group, approved by the respective groups, and memorialized in Memoranda of Understanding. The various Memoranda of Understanding were approved by the City Council. To comply with CalPERS requirements and State of California law, staff updated the salary schedules to include annual, monthly, and hourly ranges for each bargaining group and part-time employees.

FISCAL IMPACT:

Any wage adjustments reflected in the attached salary schedules have been incorporated into the Fiscal Year 2026-2027 Adopted Budget and no additional appropriation is required.

ATTACHMENTS:

AGENDA ITEM 6

1. Resolution No. 2026-38 (Classification and Compensation Resolution)
2. Salary Schedules for all classifications from July 2024 to June 2027.

    a. Exhibit “A” – (July 1, 2024 – June 30, 2025) – ***Year 1***
        i. Bell Executive Management Association (BEMA)
        ii. Police Captain/Lieutenant & Bell Police Officers Association (BPOA)
        iii. Bell City Employees Association (BCEA)

    b. Exhibit “B” – (July 1, 2025 – June 30, 2026) ***Year 2***
        i. Bell Executive Management Association (BEMA)
        ii. Police Captain/Lieutenant & Bell Police Officers Association (BPOA)
        iii. Bell City Employees Association (BCEA)

    c. Exhibit “C” – (July 1, 2026 – June 30, 2027) ***Year 3***
        i. Bell Executive Management Association (BEMA)
        ii. Police Captain/Lieutenant & Bell Police Officers Association (BPOA)
        iii. Bell City Employee’s Association (BCEA)

    d. Exhibit “D” – Part-Time Classifications (January 1, 2026)

ATTACHMENT 1
RESOLUTION IDENTIFYING EMPLOYEE
CLASSIFICATIONS, COMPENSATION LEVELS, AND PAY RANGES

RESOLUTION NO. 2026-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, IDENTIFYING EMPLOYEE CLASSIFICATIONS, COMPENSATION LEVELS, AND PAY RANGES, AND RESCINDING AND REPLACING RESOLUTION NO. 2025-28

WHEREAS, Article XI, Section 5(b) of the California Constitution grants plenary authority as a Charter City to the City of Bell ("City") for setting the amount, method, and manner of compensation of its employees; and

WHEREAS, Sections 2.08.060, 2.12.020, 2.12.040, and 2.84.030(C) of the Bell Municipal Code authorize the City Council of the City to set and approve, from time to time, the compensation levels and pay ranges of its employees; and

WHEREAS, the California Public Employees Retirement System ("CalPERS"), through California Code of Regulations, Title 2, Section 570.5, requires, among other things, that all CalPERS member employers, including the City, list their compensation levels and pay ranges for every employee position on a publicly available pay schedule or document approved and adopted by the governing body; and

WHEREAS, the California state-wide minimum wage increased from $16.50 to $16.90 per hour, effective January 1, 2026;

WHEREAS, to eliminate the potential for rate compaction between the City's hourly classifications, a unilateral adjustment of $0.50 was provided to the hourly classifications on Step A. Steps B through Step E were adjusted in accordance with City salary tables of applying a 5% differential between each step; and

WHEREAS, the City Council acknowledges the compensation levels and pay ranges of the positions set forth in Exhibits "A" through "D" attached hereto; and

WHEREAS, the compensation levels and pay ranges are consistent with the City's current memoranda of understanding with its employee organizations as of the date this resolution is adopted; and

WHEREAS, the City Council now desires to rescind Resolution No. 2025-28 and replace it with this Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The annual minimum and maximum compensation levels of those classifications designated as Elected Officials, Executive Management, and Administrative Management effective July 1, 2024 are as set forth in Exhibit "A.i", July 2025 Exhibit "B.i", July 2026 Exhibit "C.i" hereto.

SECTION 2. The monthly compensation levels of the Police Officers Association classification effective as of July 1, 2024 are set forth in Exhibit "A.ii" , July 2025 Exhibit "B.ii" July 2026 Exhibit "C.ii" hereto.

SECTION 3. The monthly compensation levels of the Bell City Employees Association

classifications effective as of July 1, 2024 are set forth in Exhibit “A.iii”, July 2025 Exhibit “B.iii” July 2026 Exhibit “C.iii” hereto.

SECTION 4. The hourly compensation levels of the City’s part-time classifications effective as of January 1, 2026 are set forth as Exhibit “D” hereto.

SECTION 5. Resolution No. 2026-38 is hereby rescinded and replaced by this Resolution as of the effective date of this Resolution.

SECTION 6. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 24th day of June, 2026.

_____
Ali Saleh, Mayor

APPROVED AS TO FORM:

_____
David Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Angela Bustamante, City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 24th day of June, 2026 by the following vote:

AYES:

NAES:

ABSENT:

ABSTAIN:

_____
Angela Bustamante, City Clerk

ELECTED OFFICIALS (Annual Salaries)	Annually
City Council	8,076.00

EXECUTIVE MANAGEMENT (Annual Salary	Annually
City Manager *(Employment Contract Position)*	234,150.00

EXHIBIT "A" i BEMA Year 1 of MOU (3%)
Effective July 1, 2024 - June 30, 2025

FULL-TIME CLASSIFICATIONS	STEP A	STEP B	STEP C	STEP D	STEP E
Chief of Police *(Employment Contract Position)*	183,578.14	187,951.45	192,428.95	197,013.10	201,706.48
Monthly	15,298.18	15,662.62	16,035.75	16,417.76	16,808.87
Hourly	88.26	90.36	92.51	94.72	96.97
ADMINISTRATIVE MANAGEMENT (BELL EXECUTIVE MANAGEMENT ASSOCIATION)					
Community Development Director	149,157.24	153,443.57	157,853.08	162,389.30	167,056.10
Monthly	12,429.77	12,786.96	13,154.42	13,532.44	13,921.34
Hourly	71.71	73.77	75.89	78.07	80.32
Community Services Director	133,401.64	140,756.40	148,516.64	156,704.74	165,344.24
Monthly	11,116.80	11,729.70	12,376.39	13,058.73	13,778.69
Hourly	64.14	67.67	71.40	75.34	79.49
Deputy H.R Director	116,938.83	122,785.85	128,925.18	135,370.43	142,140.00
Monthly	9,744.90	10,232.15	10,743.77	11,280.87	11,845.00
Hourly	56.22	59.03	61.98	65.08	68.34
Finance Director	157,409.75	165,280.24	173,544.25	182,221.46	191,332.80
Monthly	13,117.48	13,773.35	14,462.02	15,185.12	15,944.40
Hourly	75.68	79.46	83.43	87.61	91.99
Public Works Director (1)	164,072.91	172,276.56	180,890.38	189,934.91	199,431.65
Monthly	13,672.74	14,356.38	15,074.20	15,827.91	16,619.30
Hourly	78.88	82.83	86.97	91.31	95.88
MANAGEMENT (BELL EXECUTIVE MANAGEMENT ASSOCIATION)					
Accounting Manager	117,369.45	123,237.85	129,399.81	135,869.77	142,663.20
Monthly	9,780.79	10,269.82	10,783.32	11,322.48	11,888.60
Hourly	56.43	59.25	62.21	65.32	68.59
Public Works Manager (3)	101,457.72	106,530.56	111,857.12	117,449.99	123,322.54
Monthly	8,454.81	8,877.55	9,321.43	9,787.50	10,276.88
Hourly	48.78	51.22	53.78	56.47	59.29
City Clerk	93,374.73	98,043.48	102,945.70	108,093.02	113,497.55
Monthly	7,781.23	8,170.29	8,578.81	9,007.75	9,458.13
Hourly	44.89	47.14	49.49	51.97	54.57
Assistant to the City Manager (4)	102,712.21	107,847.82	113,240.27	118,902.32	124,847.31
Monthly	8,559.35	8,987.32	9,436.69	9,908.53	10,403.94
Hourly	49.38	51.85	54.44	57.16	60.02

EXHIBIT "A" ii Police Captain/Lieutenant & BPOA Year 1 of MOU
Effective July 1, 2024 - June 30, 2025

Year 1 Percent Increase	4.5%	4.5%	4.5%	4.5%	4.5%

EXHIBIT "A" ii Yr. 1 of MOU (4.5%)
Effective July 1, 2024

Year 1 of Memorandum of Understanding of July 1. 2024 June 30. 2025 (4.5%)

FULL-TIME CLASSIFICATIONS	STEP A	STEP B	STEP C	STEP D	STEP E
Police Captain (2)	145,590.19	152,869.71	160,513.19	168,538.85	176,965.80
Monthly	12,132.52	12,739.14	13,376.10	14,044.90	14,747.15
Hourly	70.00	73.50	77.17	81.03	85.08
Police Lieutenant (2)	116,004.56	121,804.79	127,895.03	134,289.78	141,004.27
Monthly	9,667.05	10,150.40	10,657.92	11,190.82	11,750.36
Hourly	55.77	58.56	61.49	64.56	67.79

Year 1 - % Increase for Police Officer (3% COLA +1.5% Equity)	4.5%	4.5%	4.5%	4.5%	4.5%
Year 1 - % Increase for Police Sergeant (3% COLA +1.5% Equity)	4.5%	4.5%	4.5%	4.5%	4.5%

EXHIBIT "A" ii BPOA Yr. 1 of MOU
Effective July 1, 2024
Police Officers Association Members

Year 1 of Memorandum of Understanding of July 1. 2024 June 30. 2025 (3% +1.5%= 4.5%)

	STEP A	STEP B	STEP C	STEP D	STEP E
Police Officer	80,758.23	84,796.11	89,036.01	93,487.71	98,162.12
Monthly	6,729.85	7,066.34	7,419.67	7,790.64	8,180.18
Hourly	38.83	40.77	42.81	44.95	47.19
Police Sergeant	95,287.20	100,051.64	105,054.23	110,306.98	115,822.20
Monthly	7,940.60	8,337.64	8,754.52	9,192.25	9,651.85
Hourly	45.81	48.10	50.51	53.03	55.68

Foot-Notes:

(1) 3% COLA & 10% Equity Adjustment Year 1
(2) 4.5% COLA Year 1
(3) 3% COLA & 5% Equity Adjustment Year 1
(4) 3% COLA & 10% Equity Adjustment Year 1

All other classifications listed received 3% COLA in Year 1. The Chief of Police, City Council and City Manager's salary was not adjusted for COLA or Equity.

Exhibit "A" iii BCEA Yr. 1 MOU (3%)
Effective July 1, 2024

Year 1 of Memorandum of Understanding of July 1. 2024 June 30. 2025 (3%) Annual/Monthly/Hourly - Rates					
FULL-TIME CLASSIFICATIONS	**STEP A**	**STEP B**	**STEP C**	**STEP D**	**STEP E**
Accountant	75,807.84	79,598.15	83,578.07	87,756.99	92,144.91
Monthly	6,317.32	6,633.18	6,964.84	7,313.08	7,678.74
Hourly	36.45	38.27	40.18	42.19	44.30
Accounting Asst I	46,291.91	48,606.44	51,036.79	53,588.63	56,268.16
Monthly	3,857.66	4,050.54	4,253.07	4,465.72	4,689.01
Hourly	22.26	23.37	24.54	25.76	27.05
Accounting Asst II	51,846.94	54,439.28	57,161.33	60,019.38	63,020.37
Monthly	4,320.58	4,536.61	4,763.44	5,001.61	5,251.70
Hourly	24.93	26.17	27.48	28.86	30.30
Account Clerk	42,461.05	44,584.13	46,813.25	49,153.99	51,611.65
Monthly	3,538.42	3,715.34	3,901.10	4,096.17	4,300.97
Hourly	20.41	21.43	22.51	23.63	24.81
Accounting Specialist	59,490.04	62,464.60	65,587.85	68,867.20	72,310.57
Monthly	4,957.50	5,205.38	5,465.65	5,738.93	6,025.88
Hourly	28.60	30.03	31.53	33.11	34.76
Administrative Specialist	56,122.68	58,928.90	61,875.27	64,969.10	68,217.56
Monthly	4,676.89	4,910.74	5,156.27	5,414.09	5,684.80
Hourly	26.98	28.33	29.75	31.24	32.80
Assistant City Clerk	65,212.35	68,472.92	71,896.64	75,491.42	79,266.04
Monthly	5,434.36	5,706.08	5,991.39	6,290.95	6,605.50
Hourly	31.35	32.92	34.57	36.29	38.11
Assistant Planner	71,425.84	74,997.14	78,746.92	82,684.32	86,818.49
Monthly	5,952.15	6,249.76	6,562.24	6,890.36	7,234.87
Hourly	34.34	36.06	37.86	39.75	41.74
Associate Planner	77,359.02	81,226.95	85,288.33	89,552.77	94,030.31
Monthly	6,446.58	6,768.91	7,107.36	7,462.73	7,835.86
Hourly	37.19	39.05	41.00	43.05	45.21
Associate Civil Engineer	91,903.65	96,498.85	101,323.82	106,389.94	111,709.43
Monthly	7,658.64	8,041.57	8,443.65	8,865.83	9,309.12
Hourly	44.18	46.39	48.71	51.15	53.71
Business License Officer	36,680.40	38,514.38	40,440.07	42,462.16	44,585.24
Monthly	3,056.70	3,209.53	3,370.01	3,538.51	3,715.44
Hourly	17.63	18.52	19.44	20.41	21.44
City Treasurer	68,688.48	72,122.95	75,729.10	79,515.46	83,491.31
Monthly	5,724.04	6,010.25	6,310.76	6,626.29	6,957.61
Hourly	33.02	34.67	36.41	38.23	40.14
Code Enforcement Officer	62,629.48	65,760.89	69,049.02	72,501.41	76,126.48
Monthly	5,219.12	5,480.07	5,754.08	6,041.78	6,343.87
Hourly	30.11	31.62	33.20	34.86	36.60
Code Enforcement Suoervisor	81,669.69	85,753.19	90,040.87	94,543.00	99,270.08
Monthly	6,805.81	7,146.10	7,503.41	7,878.58	8,272.51
Hourly	39.26	41.23	43.29	45.45	47.73

Exhibit "A" iii BCEA Yr. 1 MOU (3%)
Effective July 1, 2024

Year 1 of Memorandum of Understanding of July 1. 2024 June 30. 2025 (3%) Annual/Monthly/Hourly - Rates					
FULL-TIME CLASSIFICATIONS	**STEP A**	**STEP B**	**STEP C**	**STEP D**	**STEP E**
Community Services Technician	52,796.23	55,436.08	58,207.94	61,118.35	64,174.23
Monthly	4,399.69	4,619.67	4,850.66	5,093.20	5,347.85
Hourly	25.38	26.65	27.98	29.38	30.85
Dispatcher	60,980.66	64,029.74	67,231.23	70,592.78	74,122.43
Monthly	5,081.72	5,335.81	5,602.60	5,882.73	6,176.87
Hourly	29.32	30.78	32.32	33.94	35.64
Economic Development Specialist	67,820.84	71,211.83	74,772.50	78,511.08	82,436.68
Monthly	5,651.74	5,934.32	6,231.04	6,542.59	6,869.72
Hourly	32.61	34.24	35.95	37.75	39.63
Environmental Programs Manager	93,374.73	98,043.48	102,945.70	108,093.02	113,497.55
Monthly	7,781.23	8,170.29	8,578.81	9,007.75	9,458.13
Hourly	44.89	47.14	49.49	51.97	54.57
Executive Assistant	69,850.44	73,342.88	77,010.09	80,860.60	84,903.56
Monthly	5,820.87	6,111.91	6,417.51	6,738.38	7,075.30
Hourly	33.58	35.26	37.02	38.88	40.82
Housing Rehabilitation Technician	62,011.73	65,112.36	68,367.98	71,786.39	75,375.61
Monthly	5,167.64	5,426.03	5,697.33	5,982.20	6,281.30
Hourly	29.81	31.30	32.87	34.51	36.24
Housing Specialist	73,391.33	77,060.89	80,913.87	84,959.55	89,207.56
Monthly	6,115.94	6,421.74	6,742.82	7,079.96	7,433.96
Hourly	35.28	37.05	38.90	40.85	42.89
Maintenance Worker I	48,571.57	51,000.25	53,550.22	56,227.78	59,039.09
Monthly	4,047.63	4,250.02	4,462.52	4,685.65	4,919.92
Hourly	23.35	24.52	25.75	27.03	28.38
Maintenance Worker II	52,201.33	54,811.42	57,551.98	60,429.56	63,451.12
Monthly	4,350.11	4,567.62	4,796.00	5,035.80	5,287.59
Hourly	25.10	26.35	27.67	29.05	30.51
Management Analyst	67,820.84	71,211.83	74,772.50	78,511.08	82,436.68
Monthly	5,651.74	5,934.32	6,231.04	6,542.59	6,869.72
Hourly	32.61	34.24	35.95	37.75	39.63
Office Assistant I	38,594.72	40,524.48	42,550.66	44,678.19	46,912.13
Monthly	3,216.23	3,377.04	3,545.89	3,723.18	3,909.34
Hourly	18.56	19.48	20.46	21.48	22.55
Office Assistant II	46,518.78	48,844.66	51,286.89	53,851.32	56,543.82
Monthly	3,876.56	4,070.39	4,273.91	4,487.61	4,711.99
Hourly	22.36	23.48	24.66	25.89	27.18
Office Coordinator	53,568.12	56,246.53	59,058.92	62,011.85	65,112.48
Monthly	4,464.01	4,687.21	4,921.58	5,167.65	5,426.04
Hourly	25.75	27.04	28.39	29.81	31.30
Park Maintenance Worker	50,193.59	52,703.29	55,338.44	58,105.35	61,010.69
Monthly	4,182.80	4,391.94	4,611.54	4,842.11	5,084.22
Hourly	24.13	25.34	26.61	27.94	29.33

Exhibit "A" iii BCEA Yr. 1 MOU (3%)
Effective July 1, 2024

Year 1 of Memorandum of Understanding of July 1. 2024 June 30. 2025 (3%) Annual/Monthly/Hourly - Rates					
FULL-TIME CLASSIFICATIONS	**STEP A**	**STEP B**	**STEP C**	**STEP D**	**STEP E**
Parking Enforcement Officer	51,328.24	53,894.67	56,589.39	59,418.85	62,389.82
Monthly	4,277.35	4,491.22	4,715.78	4,951.57	5,199.15
Hourly	24.68	25.91	27.21	28.57	30.00
Permit Technician	55,964.10	58,762.28	61,700.38	64,785.43	68,024.62
Monthly	4,663.68	4,896.86	5,141.70	5,398.79	5,668.72
Hourly	26.91	28.25	29.66	31.15	32.70
Police Records Specialist	49,852.82	52,345.47	54,962.82	57,710.94	60,596.51
Monthly	4,154.40	4,362.12	4,580.23	4,809.25	5,049.71
Hourly	23.97	25.17	26.42	27.75	29.13
Police Records Supervisor	74,994.05	78,743.83	82,680.98	86,815.03	91,155.74
Monthly	6,249.50	6,561.99	6,890.08	7,234.59	7,596.31
Hourly	36.05	37.86	39.75	41.74	43.82
Property & Evidence Specialist	58,370.10	61,288.67	64,353.08	67,570.76	70,949.24
Monthly	4,864.18	5,107.39	5,362.76	5,630.90	5,912.44
Hourly	28.06	29.47	30.94	32.49	34.11
Public Works Field Supervisior	76,883.18	80,727.28	84,763.68	89,001.80	93,451.96
Monthly	6,406.93	6,727.27	7,063.64	7,416.82	7,787.66
Hourly	36.96	38.81	40.75	42.79	44.93
Recreation Coordinator	59,969.48	62,968.02	66,116.36	69,422.29	72,893.35
Monthly	4,997.46	5,247.34	5,509.70	5,785.19	6,074.45
Hourly	28.83	30.27	31.79	33.38	35.04
Recreation Supervisor	78,358.32	82,276.19	86,389.97	90,709.55	95,245.05
Monthly	6,529.86	6,856.35	7,199.16	7,559.13	7,937.09
Hourly	37.67	39.56	41.53	43.61	45.79
Senior Accountant	89,885.75	94,379.97	99,099.02	104,053.90	109,256.59
Monthly	7,490.48	7,865.00	8,258.25	8,671.16	9,104.72
Hourly	43.21	45.37	47.64	50.03	52.53
Senior Code Enforcement Officer	75,264.86	79,028.11	82,979.60	87,128.61	91,485.01
Monthly	6,272.07	6,585.68	6,914.97	7,260.72	7,623.75
Hourly	36.19	37.99	39.89	41.89	43.98
Senior Economic Development Specialist	74,994.05	78,743.83	82,680.98	86,815.03	91,155.74
Monthly	6,249.50	6,561.99	6,890.08	7,234.59	7,596.31
Hourly	36.05	37.86	39.75	41.74	43.82
Senior Human Resources Analyst	77,993.81	81,893.58	85,988.22	90,287.63	94,801.97
Monthly	6,499.48	6,824.47	7,165.69	7,523.97	7,900.16
Hourly	37.50	39.37	41.34	43.41	45.58

ELECTED OFFICIALS (Annual Salaries)	Annually
City Council	8,076.00

EXECUTIVE MANAGEMENT (Annual Salary)	Annually
City Manager *(Employment Contract Position)*	234,150.00

EXHIBIT "B" i BEMA Yr 2 of MOU (2%)
Effective July 1, 2025 - June 30, 2026

FULL-TIME CLASSIFICATIONS	STEP A	STEP B	STEP C	STEP D	STEP E
Chief of Police (Employment Contract Position)	203,000.00	203,000.00	203,000.00	203,000.00	203,000.00
Monthly	16,916.67	16,916.67	16,916.67	16,916.67	16,916.67
Hourly	97.60	97.60	97.60	97.60	97.60
ADMINISTRATIVE MANAGEMENT (BELL EXECUTIVE MANAGEMENT ASSOCIATION)					
Community Development Director	163,551.91	168,251.88	173,085.90	178,059.86	183,176.01
Monthly	13,629.33	14,020.99	14,423.83	14,838.32	15,264.67
Hourly	78.63	80.89	83.21	85.61	88.07
Community Services Director	136,069.68	143,571.53	151,486.97	159,838.83	168,651.13
Monthly	11,339.14	11,964.29	12,623.91	13,319.90	14,054.26
Hourly	65.42	69.02	72.83	76.85	81.08
Deputy H.R & Risk Mgmt. Director	119,277.60	125,241.56	131,503.69	138,077.84	144,982.80
Monthly	9,939.80	10,436.80	10,958.64	11,506.49	12,081.90
Hourly	57.35	60.21	63.22	66.38	69.70
Finance Director	160,557.95	168,585.84	177,015.13	185,865.89	195,159.46
Monthly	13,379.83	14,048.82	14,751.26	15,488.82	16,263.29
Hourly	77.19	81.05	85.10	89.36	93.83
Public Works Director	167,354.37	175,722.09	184,508.19	193,733.61	203,420.28
Monthly	13,946.20	14,643.51	15,375.68	16,144.47	16,951.69
Hourly	80.46	84.48	88.71	93.14	97.80
MANAGEMENT (BELL EXECUTIVE MANAGEMENT ASSOCIATION)					
Accounting Manager	119,716.84	125,702.61	131,987.80	138,587.17	145,516.46
Monthly	9,976.40	10,475.22	10,998.98	11,548.93	12,126.37
Hourly	57.56	60.43	63.46	66.63	69.96
Public Works Manager (2)	108,661.22	114,094.23	119,798.98	125,788.94	132,078.44
Monthly	9,055.10	9,507.85	9,983.25	10,482.41	11,006.54
Hourly	52.24	54.85	57.60	60.48	63.50
City Clerk	95,242.23	100,004.34	105,004.61	110,254.88	115,767.51
Monthly	7,936.85	8,333.70	8,750.38	9,187.91	9,647.29
Hourly	45.79	48.08	50.48	53.01	55.66

Assistant to the City Manager	104,766.45	110,004.78	115,505.07	121,280.37	127,344.26
Monthly	8,730.54	9,167.06	9,625.42	10,106.70	10,612.02
Hourly	50.37	52.89	55.53	58.31	61.22

EXHIBIT "B" ii Police Captain/Lieutenant & BPOA Year 2 of MOU
Effective July 1, 2025 - June 30, 2026

Year 2 Percent Increase	3%	3%	3%	3%	3%

EXHIBIT "B" ii Yr. 2 MOU (3%)
Effective July 1, 2025

Year 2 of Memorandum of Understanding of July 1. 2025 June 30. 2026 (3%)

FULL-TIME CLASSIFICATIONS	STEP A	STEP B	STEP C	STEP D	STEP E
Police Captain (1)	149,957.90	157,455.80	165,328.59	173,595.02	182,274.77
Monthly	12,496.49	13,121.32	13,777.38	14,466.25	15,189.56
Hourly	72.10	75.70	79.48	83.46	87.63
Police Lieutenant (1)	119,484.70	125,458.94	131,731.88	138,318.48	145,234.40
Monthly	9,957.06	10,454.91	10,977.66	11,526.54	12,102.87
Hourly	57.44	60.32	63.33	66.50	69.82

Year 2 Percent Increase for Police Officers (3% COLA only)	3%	3%	3%	3%	3%
Year 2 Percent Increase for Sergeant 3% COLA + 2% Equity)	5%	5%	5%	5%	5%

EXHIBIT "B" ii BPOA Yr. 2 MOU
Effective July 1, 2025
Police Officers Association Members

Year 2 of Memorandum of Understanding of July 1. 2025 June 30. 2026 (3%)

	STEP A	STEP B	STEP C	STEP D	STEP E
Police Officer	83,180.97	87,339.99	91,707.09	96,292.34	101,106.98
Monthly	6,931.75	7,278.33	7,642.26	8,024.36	8,425.58
Hourly	39.99	41.99	44.09	46.29	48.61
Police Sergeant	100,051.56	105,054.23	110,306.94	115,822.33	121,613.31
Monthly	8,337.63	8,754.52	9,192.24	9,651.86	10,134.44
Hourly	48.10	50.51	53.03	55.68	58.47

Foot-Notes:

(1) 3% COLA Year 2

(2) 2% COLA & 5% Equity Adjustment Year 2

All other classifications listed received 2% COLA in Year 2. The Chief of Police, City Council & City Manager's salary was not adjusted for COLA or Equity.

Exhibit "B" iii BCEA Yr. 2 MOU (2%) Effective July 1, 2025					
Year 2 of Memorandum of Understanding of July 1. 2025 June 30. 2026 (2%) Annual/Monthly/Hourly - Rates					
FULL-TIME CLASSIFICATIONS	**STEP A**	**STEP B**	**STEP C**	**STEP D**	**STEP E**
Accountant	77,323.99	81,190.08	85,249.68	89,512.08	93,987.84
Monthly	6,443.67	6,765.84	7,104.14	7,459.34	7,832.32
Hourly	37.17	39.03	40.99	43.03	45.19
Accounting Asst I	47,217.72	49,578.60	52,057.56	54,660.36	57,393.48
Monthly	3,934.81	4,131.55	4,338.13	4,555.03	4,782.79
Hourly	22.70	23.84	25.03	26.28	27.59
Accounting Asst II	53,888.64	56,583.12	59,412.36	62,382.96	65,502.12
Monthly	4,490.72	4,715.26	4,951.03	5,198.58	5,458.51
Hourly	25.91	27.20	28.56	29.99	31.49
Account Clerk	43,310.28	45,475.80	47,749.56	50,137.08	52,643.88
Monthly	3,609.19	3,789.65	3,979.13	4,178.09	4,386.99
Hourly	20.82	21.86	22.96	24.10	25.31
Accounting Specialist	60,679.80	63,713.76	66,899.64	70,244.52	73,756.80
Monthly	5,056.65	5,309.48	5,574.97	5,853.71	6,146.40
Hourly	29.17	30.63	32.16	33.77	35.46
Administrative Specialist	57,245.16	60,107.52	63,112.80	66,268.44	69,581.88
Monthly	4,770.43	5,008.96	5,259.40	5,522.37	5,798.49
Hourly	27.52	28.90	30.34	31.86	33.45
Assistant City Clerk	66,516.60	69,842.40	73,334.52	77,001.24	80,851.32
Monthly	5,543.05	5,820.20	6,111.21	6,416.77	6,737.61
Hourly	31.98	33.58	35.26	37.02	38.87
Assistant Planner	72,854.40	76,497.12	80,321.88	84,338.04	88,554.84
Monthly	6,071.20	6,374.76	6,693.49	7,028.17	7,379.57
Hourly	35.03	36.78	38.62	40.55	42.57
Associate Planner	78,906.24	82,851.48	86,994.12	91,343.88	95,910.96
Monthly	6,575.52	6,904.29	7,249.51	7,611.99	7,992.58
Hourly	37.94	39.83	41.82	43.92	46.11
Associate Civil Engineer	93,741.72	98,428.80	103,350.24	108,517.68	113,943.60
Monthly	7,811.81	8,202.40	8,612.52	9,043.14	9,495.30
Hourly	45.07	47.32	49.69	52.17	54.78
Business License Officer	37,413.96	39,284.64	41,248.92	43,311.36	45,477.00
Monthly	3,117.83	3,273.72	3,437.41	3,609.28	3,789.75
Hourly	17.99	18.89	19.83	20.82	21.86
City Treasurer	70,062.24	73,565.40	77,243.64	81,105.72	85,161.12
Monthly	5,838.52	6,130.45	6,436.97	6,758.81	7,096.76
Hourly	33.68	35.37	37.14	38.99	40.94
Code Enforcement Officer	63,882.12	67,076.16	70,430.04	73,951.44	77,649.00
Monthly	5,323.51	5,589.68	5,869.17	6,162.62	6,470.75
Hourly	30.71	32.25	33.86	35.55	37.33
Code Enforcement Supervisor	83,303.04	87,468.24	91,841.64	96,433.80	101,255.52
Monthly	6,941.92	7,289.02	7,653.47	8,036.15	8,437.96
Hourly	40.05	42.05	44.15	46.36	48.68

Exhibit "B" iii BCEA Yr. 2 MOU (2%) Effective July 1, 2025					
Year 2 of Memorandum of Understanding of July 1. 2025 June 30. 2026 (2%) Annual/Monthly/Hourly - Rates					
FULL-TIME CLASSIFICATIONS	**STEP A**	**STEP B**	**STEP C**	**STEP D**	**STEP E**
Community Services Technician	53,852.16	56,544.84	59,372.04	62,340.72	65,457.72
Monthly	4,487.68	4,712.07	4,947.67	5,195.06	5,454.81
Hourly	25.89	27.19	28.54	29.97	31.47
Dispatcher	62,200.32	65,310.36	68,575.80	72,004.68	75,604.92
Monthly	5,183.36	5,442.53	5,714.65	6,000.39	6,300.41
Hourly	29.90	31.40	32.97	34.62	36.35
Economic Development Specialist	71,944.32	75,541.56	79,318.68	83,284.56	87,448.80
Monthly	5,995.36	6,295.13	6,609.89	6,940.38	7,287.40
Hourly	34.59	36.32	38.13	40.04	42.04
Environmental Programs Manager	95,242.20	100,004.40	105,004.56	110,254.92	115,767.48
Monthly	7,936.85	8,333.70	8,750.38	9,187.91	9,647.29
Hourly	45.79	48.08	50.48	53.01	55.66
Executive Assistant	71,247.48	74,809.68	78,550.32	82,477.80	86,601.60
Monthly	5,937.29	6,234.14	6,545.86	6,873.15	7,216.80
Hourly	34.25	35.97	37.76	39.65	41.64
Housing Rehabilitation Technician	63,252.00	66,414.60	69,735.36	73,222.08	76,883.16
Monthly	5,271.00	5,534.55	5,811.28	6,101.84	6,406.93
Hourly	30.41	31.93	33.53	35.20	36.96
Housing Specialist	74,859.12	78,602.16	82,532.16	86,658.72	90,991.68
Monthly	6,238.26	6,550.18	6,877.68	7,221.56	7,582.64
Hourly	35.99	37.79	39.68	41.66	43.75
Maintenance Worker I	49,542.96	52,020.24	54,621.24	57,352.32	60,219.84
Monthly	4,128.58	4,335.02	4,551.77	4,779.36	5,018.32
Hourly	23.82	25.01	26.26	27.57	28.95
Maintenance Worker II	55,375.20	58,143.96	61,051.08	64,103.64	67,308.96
Monthly	4,614.60	4,845.33	5,087.59	5,341.97	5,609.08
Hourly	26.62	27.95	29.35	30.82	32.36
Management Analyst	71,944.32	75,541.56	79,318.68	83,284.56	87,448.80
Monthly	5,995.36	6,295.13	6,609.89	6,940.38	7,287.40
Hourly	34.59	36.32	38.13	40.04	42.04
Office Assistant I	39,366.60	41,334.96	43,401.72	45,571.80	47,850.36
Monthly	3,280.55	3,444.58	3,616.81	3,797.65	3,987.53
Hourly	18.93	19.87	20.87	21.91	23.00
Office Assistant II	47,449.20	50,181.60	52,312.68	54,928.32	57,674.64
Monthly	3,954.10	4,181.80	4,359.39	4,577.36	4,806.22
Hourly	22.81	24.13	25.15	26.41	27.73
Office Coordinator	54,639.48	57,371.40	60,240.12	63,252.12	66,414.72
Monthly	4,553.29	4,780.95	5,020.01	5,271.01	5,534.56
Hourly	26.27	27.58	28.96	30.41	31.93
Park Maintenance Worker	51,197.52	53,757.36	56,445.24	59,267.40	62,230.92
Monthly	4,266.46	4,479.78	4,703.77	4,938.95	5,185.91
Hourly	24.61	25.84	27.14	28.49	29.92

Exhibit "B" iii BCEA Yr. 2 MOU (2%) Effective July 1, 2025					
Year 2 of Memorandum of Understanding of July 1. 2025 June 30. 2026 (2%) Annual/Monthly/Hourly - Rates					
FULL-TIME CLASSIFICATIONS	**STEP A**	**STEP B**	**STEP C**	**STEP D**	**STEP E**
Parking Enforcement Officer	52,354.80	54,972.60	57,721.20	60,607.20	63,637.61
Monthly	4,362.90	4,581.05	4,810.10	5,050.60	5,303.13
Hourly	25.17	26.43	27.75	29.14	30.60
Permit Technician	57,083.40	59,937.48	62,934.36	66,081.12	69,385.08
Monthly	4,756.95	4,994.79	5,244.53	5,506.76	5,782.09
Hourly	27.44	28.82	30.26	31.77	33.36
Police Records Specialist	50,849.88	53,392.32	56,062.08	58,865.16	61,808.40
Monthly	4,237.49	4,449.36	4,671.84	4,905.43	5,150.70
Hourly	24.45	25.67	26.95	28.30	29.72
Police Records Supervisor	76,493.88	80,318.76	84,334.56	88,551.36	92,978.88
Monthly	6,374.49	6,693.23	7,027.88	7,379.28	7,748.24
Hourly	36.78	38.61	40.55	42.57	44.70
Property & Evidence Specialist	59,537.52	62,514.48	65,640.12	68,922.12	72,368.28
Monthly	4,961.46	5,209.54	5,470.01	5,743.51	6,030.69
Hourly	28.62	30.06	31.56	33.14	34.79
Public Works Field Supervisior	78,420.84	82,341.84	86,458.92	90,781.80	95,321.04
Monthly	6,535.07	6,861.82	7,204.91	7,565.15	7,943.42
Hourly	37.70	39.59	41.57	43.65	45.83
Recreation Coordinator	61,168.92	64,227.36	67,438.68	70,810.68	74,351.16
Monthly	5,097.41	5,352.28	5,619.89	5,900.89	6,195.93
Hourly	29.41	30.88	32.42	34.04	35.75
Recreation Supervisor	79,925.52	83,921.76	88,117.80	92,523.72	97,149.96
Monthly	6,660.46	6,993.48	7,343.15	7,710.31	8,095.83
Hourly	38.43	40.35	42.36	44.48	46.71
Senior Accountant	91,683.48	96,267.60	101,081.04	106,134.96	111,441.72
Monthly	7,640.29	8,022.30	8,423.42	8,844.58	9,286.81
Hourly	44.08	46.28	48.60	51.03	53.58
Senior Code Enforcement Officer	75,264.86	79,028.11	82,979.60	87,128.61	91,485.01
Monthly	6,272.07	6,585.68	6,914.97	7,260.72	7,623.75
Hourly	36.19	37.99	39.89	41.89	43.98
Senior Economic Development Specialist	76,493.88	80,318.76	84,334.56	88,551.36	92,978.88
Monthly	6,374.49	6,693.23	7,027.88	7,379.28	7,748.24
Hourly	36.78	38.61	40.55	42.57	44.70
Senior Human Resources Analyst	82,735.68	86,872.68	91,216.32	95,777.16	100,565.88
Monthly	6,894.64	7,239.39	7,601.36	7,981.43	8,380.49
Hourly	39.78	41.77	43.85	46.05	48.35

ELECTED OFFICIALS		Annually
City Council		8,076.00

EXECUTIVE MANAGEMENT		Annually
City Manager (Contract Position)		241,737.60

EXHIBIT "C" i BEMA Yr. 3 of MOU (2%)
Effective JULY 1, 2026 - JUNE 30, 2027

FULL-TIME CLASSIFICATIONS	STEP A	STEP B	STEP C	STEP D	STEP E
Chief of Police (Employment Contract Position)	207,060.00	207,060.00	207,060.00	207,060.00	207,060.00
Monthly	17,255.00	17,255.00	17,255.00	17,255.00	17,255.00
Hourly	99.55	99.55	99.55	99.55	99.55
ADMINISTRATIVE MANAGEMENT (BELL EXECUTIVE MANAGEMENT ASSOCIATION)					
Community Development Director	166,822.95	171,696.92	176,547.62	181,621.06	186,839.53
Monthly	13,901.91	14,308.08	14,712.30	15,135.09	15,569.96
Hourly	80.20	82.55	84.88	87.32	89.83
Community Services Director	138,791.07	146,442.96	154,516.71	163,035.61	172,024.15
Monthly	11,565.92	12,203.58	12,876.39	13,586.30	14,335.35
Hourly	66.73	70.41	74.29	78.38	82.70
Finance Director	163,769.10	171,957.56	180,555.43	189,583.21	199,062.65
Monthly	13,647.43	14,329.80	15,046.29	15,798.60	16,588.55
Hourly	78.74	82.67	86.81	91.15	95.70
Public Works Director	170,701.46	179,236.53	188,198.36	197,608.28	207,488.68
Monthly	14,225.12	14,936.38	15,683.20	16,467.36	17,290.72
Hourly	82.07	86.17	90.48	95.00	99.75
MANAGEMENT (BELL EXECUTIVE MANAGEMENT ASSOCIATION)					
Accounting Manager	122,111.17	128,216.66	134,627.56	141,358.91	148,426.79
Monthly	10,175.93	10,684.72	11,218.96	11,779.91	12,368.90
Hourly	58.71	61.64	64.72	67.96	71.36
Deputy H.R & Risk Mgmt. Director	121,663.15	127,746.40	134,133.76	140,839.39	147,882.46
Monthly	10,138.60	10,645.53	11,177.81	11,736.62	12,323.54
Hourly	58.49	61.42	64.49	67.71	71.10
Public Works Manager	110,834.44	116,376.12	122,194.96	128,304.72	134,720.01
Monthly	9,236.20	9,698.01	10,182.91	10,692.06	11,226.67
Hourly	53.29	55.95	58.75	61.68	64.77
City Clerk	97,147.07	102,004.43	107,104.70	112,459.98	118,082.86
Monthly	8,095.59	8,500.37	8,925.39	9,371.66	9,840.24
Hourly	46.71	49.04	51.49	54.07	56.77
Assistant to the City Manager	106,861.78	112,204.87	117,815.18	123,705.98	129,891.14
Monthly	8,905.15	9,350.41	9,817.93	10,308.83	10,824.26
Hourly	51.38	53.94	56.64	59.47	62.45

EXHIBIT "C" ii Police Captain/Leiutenant & BPOA Year 3 of MOU
Effective July 1, 2025 - June 30, 2026

Year 3 Percent Increase	3%	3%	3%	3%	3%

EXHIBIT "C" ii Yr. 3 MOU
Effective July 1, 2026

Year 3 of Memorandum of Understanding of July 1. 2026 June 30. 2027 (3%)

FULL-TIME CLASSIFICATIONS	STEP A	STEP B	STEP C	STEP D	STEP E
Police Captain (1)	154,456.64	162,179.47	170,288.44	178,802.87	187,743.01
Monthly	12,871.39	13,514.96	14,190.70	14,900.24	15,645.25
Hourly	74.26	77.97	81.87	85.96	90.26
Police Lieutenant (1)	123,069.24	129,222.70	135,683.84	142,468.03	149,591.43
Monthly	10,255.77	10,768.56	11,306.99	11,872.34	12,465.95
Hourly	59.17	62.13	65.23	68.49	71.92

Year 3 Percent Increase for Police Officers 3% COLA only	3%	3%	3%	3%	3%
Year 3 Percent Increase for Sereant 3% COLA + 2% Equity	5%	5%	5%	5%	5%

EXHIBIT "C" ii Yr. 3 MOU
Effective July 1, 2026
Police Officers Association Members

Year 3 of Memorandum of Understanding of July 1. 2026 June 30. 2027 (3%)

	STEP A	STEP B	STEP C	STEP D	STEP E
Police Officer	85,676.40	89,960.19	94,458.30	99,181.11	104,140.19
Monthly	7,139.70	7,496.68	7,871.52	8,265.09	8,678.35
Hourly	41.19	43.25	45.41	47.68	50.07
Police Sergeant	105,054.13	110,306.94	115,822.28	121,613.45	127,693.97
Monthly	8,754.51	9,192.24	9,651.86	10,134.45	10,641.16
Hourly	50.51	53.03	55.68	58.47	61.39

Foot-Notes:

(1) 3% COLA Year 3

All other classifications listed received 2% COLA in Year 3. The Chief of Police, City Council & City Manager's salary was not adjusted for COLA or Equity.

Exhibit "C" iii BCEA Yr. 3 MOU (2%) Effective July 1, 2026					
Year 3 of Memorandum of Understanding of July 1. 2026 June 30. 2027 (2%) Annual/Monthly/Hourly - Rates					
FULL-TIME CLASSIFICATIONS	**STEP A**	**STEP B**	**STEP C**	**STEP D**	**STEP E**
Accountant	78,870.48	82,813.92	86,954.64	91,302.36	95,867.52
Monthly	6,572.54	6,901.16	7,246.22	7,608.53	7,988.96
Hourly	37.92	39.81	41.81	43.90	46.09
Accounting Asst I	48,162.12	50,570.16	53,098.68	55,753.56	58,541.40
Monthly	4,013.51	4,214.18	4,424.89	4,646.13	4,878.45
Hourly	23.15	24.31	25.53	26.80	28.14
Accounting Asst II	54,966.48	57,714.72	60,600.60	63,630.60	66,812.16
Monthly	4,580.54	4,809.56	5,050.05	5,302.55	5,567.68
Hourly	26.43	27.75	29.13	30.59	32.12
Account Clerk	44,176.44	46,385.28	48,704.52	51,139.80	53,696.76
Monthly	3,681.37	3,865.44	4,058.71	4,261.65	4,474.73
Hourly	21.24	22.30	23.42	24.59	25.82
Accounting Specialist	61,893.48	64,988.16	68,237.64	71,649.48	75,231.96
Monthly	5,157.79	5,415.68	5,686.47	5,970.79	6,269.33
Hourly	29.76	31.24	32.81	34.45	36.17
Administrative Specialist	58,390.08	61,309.68	64,375.08	67,593.84	70,973.52
Monthly	4,865.84	5,109.14	5,364.59	5,632.82	5,914.46
Hourly	28.07	29.48	30.95	32.50	34.12
Assistant City Clerk	67,846.92	71,239.20	74,801.28	78,541.32	82,468.44
Monthly	5,653.91	5,936.60	6,233.44	6,545.11	6,872.37
Hourly	32.62	34.25	35.96	37.76	39.65
Assistant Planner	74,311.44	78,027.00	81,928.32	86,024.76	90,325.92
Monthly	6,192.62	6,502.25	6,827.36	7,168.73	7,527.16
Hourly	35.73	37.51	39.39	41.36	43.43
Associate Planner	80,484.36	84,508.56	88,734.00	93,170.76	97,829.16
Monthly	6,707.03	7,042.38	7,394.50	7,764.23	8,152.43
Hourly	38.69	40.63	42.66	44.79	47.03
Associate Civil Engineer	95,616.60	100,397.40	105,417.36	110,688.12	116,222.52
Monthly	7,968.05	8,366.45	8,784.78	9,224.01	9,685.21
Hourly	45.97	48.27	50.68	53.22	55.88
Business License Officer	38,162.28	40,070.40	42,073.80	44,177.64	46,386.48
Monthly	3,180.19	3,339.20	3,506.15	3,681.47	3,865.54
Hourly	18.35	19.26	20.23	21.24	22.30
City Treasurer	71,463.48	75,036.72	78,788.52	82,727.88	86,864.40
Monthly	5,955.29	6,253.06	6,565.71	6,893.99	7,238.70
Hourly	34.36	36.08	37.88	39.77	41.76
Code Enforcement Officer	65,159.76	68,417.64	71,838.60	75,430.44	79,202.04
Monthly	5,429.98	5,701.47	5,986.55	6,285.87	6,600.17
Hourly	31.33	32.89	34.54	36.26	38.08
Code Enforcement Supervisor	84,969.12	89,217.60	93,678.48	98,362.56	103,280.64
Monthly	7,080.76	7,434.80	7,806.54	8,196.88	8,606.72
Hourly	40.85	42.89	45.04	47.29	49.65
Community Services Technician	54,929.16	57,675.72	60,559.56	63,587.52	66,766.92
Monthly	4,577.43	4,806.31	5,046.63	5,298.96	5,563.91

Exhibit "C" iii BCEA Yr. 3 MOU (2%) Effective July 1, 2026					
Year 3 of Memorandum of Understanding of July 1. 2026 June 30. 2027 (2%) Annual/Monthly/Hourly - Rates					
FULL-TIME CLASSIFICATIONS	**STEP A**	**STEP B**	**STEP C**	**STEP D**	**STEP E**
Hourly	26.41	27.73	29.12	30.57	32.10
Dispatcher	63,444.24	66,616.56	69,947.40	73,444.68	77,116.92
Monthly	5,287.02	5,551.38	5,828.95	6,120.39	6,426.41
Hourly	30.50	32.03	33.63	35.31	37.08
Economic Development Specialist	81,969.12	86,067.48	90,370.92	94,889.52	99,633.96
Monthly	6,830.76	7,172.29	7,530.91	7,907.46	8,302.83
Hourly	39.41	41.38	43.45	45.62	47.90
Environmental Programs Manager	97,147.08	102,004.44	107,104.68	112,459.92	118,082.88
Monthly	8,095.59	8,500.37	8,925.39	9,371.66	9,840.24
Hourly	46.71	49.04	51.49	54.07	56.77
Executive Assistant	72,672.36	76,305.96	80,121.36	84,127.32	88,333.68
Monthly	6,056.03	6,358.83	6,676.78	7,010.61	7,361.14
Hourly	34.94	36.69	38.52	40.45	42.47
Housing Rehabilitation Technician	64,517.04	67,742.88	71,130.00	74,686.56	78,420.84
Monthly	5,376.42	5,645.24	5,927.50	6,223.88	6,535.07
Hourly	31.02	32.57	34.20	35.91	37.70
Housing Specialist	76,356.36	80,174.16	84,182.76	88,391.88	92,811.60
Monthly	6,363.03	6,681.18	7,015.23	7,365.99	7,734.30
Hourly	36.71	38.55	40.47	42.50	44.62
Maintenance Worker I	50,533.92	53,060.64	55,713.60	58,547.40	61,424.28
Monthly	4,211.16	4,421.72	4,642.80	4,878.95	5,118.69
Hourly	24.30	25.51	26.79	28.15	29.53
Maintenance Worker II	56,482.68	59,306.88	62,272.20	65,385.72	68,655.12
Monthly	4,706.89	4,942.24	5,189.35	5,448.81	5,721.26
Hourly	27.16	28.51	29.94	31.44	33.01
Management Analyst	78,520.08	82,446.00	86,568.36	90,896.76	95,441.64
Monthly	6,543.34	6,870.50	7,214.03	7,574.73	7,953.47
Hourly	37.75	39.64	41.62	43.70	45.89
Office Assistant I	40,153.92	42,161.64	44,269.68	46,483.20	48,807.36
Monthly	3,346.16	3,513.47	3,689.14	3,873.60	4,067.28
Hourly	19.30	20.27	21.28	22.35	23.47
Office Assistant II	48,398.16	50,817.96	53,358.84	56,026.92	58,828.20
Monthly	4,033.18	4,234.83	4,446.57	4,668.91	4,902.35
Hourly	23.27	24.43	25.65	26.94	28.28
Office Coordinator	55,732.32	58,518.84	61,444.92	64,517.16	67,743.00
Monthly	4,644.36	4,876.57	5,120.41	5,376.43	5,645.25
Hourly	26.79	28.13	29.54	31.02	32.57
Park Maintenance Worker	52,221.36	54,832.56	57,574.08	60,452.76	63,475.56
Monthly	4,351.78	4,569.38	4,797.84	5,037.73	5,289.63
Hourly	25.11	26.36	27.68	29.06	30.52
Parking Enforcement Officer	53,401.92	56,072.04	58,875.60	61,819.32	64,910.40
Monthly	4,450.16	4,672.67	4,906.30	5,151.61	5,409.20
Hourly	25.67	26.96	28.31	29.72	31.21
Permit Technician	58,225.08	61,136.28	64,193.04	67,402.80	70,772.76

Exhibit "C" iii BCEA Yr. 3 MOU (2%) Effective July 1, 2026					
Year 3 of Memorandum of Understanding of July 1. 2026 June 30. 2027 (2%) Annual/Monthly/Hourly - Rates					
FULL-TIME CLASSIFICATIONS	**STEP A**	**STEP B**	**STEP C**	**STEP D**	**STEP E**
Monthly	4,852.09	5,094.69	5,349.42	5,616.90	5,897.73
Hourly	27.99	29.39	30.86	32.41	34.03
Police Records Specialist	51,866.88	54,460.20	57,183.36	60,042.48	63,044.64
Monthly	4,322.24	4,538.35	4,765.28	5,003.54	5,253.72
Hourly	24.94	26.18	27.49	28.87	30.31
Police Records Supervisor	78,023.76	81,925.08	86,021.28	90,322.32	94,838.40
Monthly	6,501.98	6,827.09	7,168.44	7,526.86	7,903.20
Hourly	37.51	39.39	41.36	43.42	45.60
Property & Evidence Specialist	60,728.28	63,764.76	66,952.92	70,300.56	73,815.60
Monthly	5,060.69	5,313.73	5,579.41	5,858.38	6,151.30
Hourly	29.20	30.66	32.19	33.80	35.49
Public Works Field Supervisior	79,989.24	83,988.72	88,188.12	92,597.52	97,227.48
Monthly	6,665.77	6,999.06	7,349.01	7,716.46	8,102.29
Hourly	38.46	40.38	42.40	44.52	46.74
Recreation Coordinator	62,392.20	65,511.96	68,787.48	72,226.92	75,838.20
Monthly	5,199.35	5,459.33	5,732.29	6,018.91	6,319.85
Hourly	30.00	31.50	33.07	34.72	36.46
Recreation Supervisor	81,524.04	85,600.20	89,880.12	94,374.24	99,093.00
Monthly	6,793.67	7,133.35	7,490.01	7,864.52	8,257.75
Hourly	39.19	41.15	43.21	45.37	47.64
Senior Accountant	93,517.08	98,192.88	103,102.56	108,257.64	113,670.60
Monthly	7,793.09	8,182.74	8,591.88	9,021.47	9,472.55
Hourly	44.96	47.21	49.57	52.05	54.65
Senior Code Enforcement Officer	78,305.52	82,220.88	86,331.96	90,648.60	95,181.00
Monthly	6,525.46	6,851.74	7,194.33	7,554.05	7,931.75
Hourly	37.65	39.53	41.51	43.58	45.76
Senior Economic Development Specialist	78,023.76	81,925.08	86,021.28	90,322.32	94,838.40
Monthly	6,501.98	6,827.09	7,168.44	7,526.86	7,903.20
Hourly	37.51	39.39	41.36	43.42	45.60
Senior Human Resources Analyst	84,390.60	88,610.16	93,040.68	97,692.72	102,577.20
Monthly	7,032.55	7,384.18	7,753.39	8,141.06	8,548.10
Hourly	40.57	42.60	44.73	46.97	49.32

EXHIBIT "D"
Effective January 1, 2026

HOURLY SALARIES					
PART-TIME CLASSIFICATIONS	**STEP**	**STEP**	**STEP**	**STEP**	**STEP**
	A	**B**	**C**	**D**	**E**
Cashier/Locker Room Attendant*	16.90	17.70	18.14	19.02	19.95
Code Enforcement Officer	23.44	24.59	25.79	27.06	28.38
Custodian I*	16.90	17.70	18.14	19.02	19.95
Custodian II	17.53	18.38	19.28	20.21	21.20
Dispatcher	26.45	27.75	29.11	30.54	32.04
Management Aide	23.77	24.93	26.15	27.43	28.78
Office Aide	17.53	18.38	19.28	20.21	21.20
Office Clerk*	16.90	17.70	18.14	19.02	19.95
Office Technician	21.14	22.17	23.25	24.39	25.58
Parking Enforcement Officer	21.14	22.17	23.25	24.39	25.58
Police Cadet	21.14	22.17	23.25	24.39	25.58
Public Works Maintenance Worker	21.14	22.17	23.25	24.39	25.58
Recreation Leader I*	16.90	17.70	18.14	19.02	19.95
Recreation Leader II	17.53	18.38	19.28	20.21	21.20
Recreation Leader III	18.83	19.75	20.71	21.72	22.78
Recreation Leader IV	21.14	22.17	23.25	24.39	25.58

**The minimum hourly rate for this classification has been adjusted solely to ensure compliance with the State of California minimum wage requirements. This adjustment does not constitute an across-the-board increase and does not require adjustments to higher salary steps*

AGENDA ITEM 7

City of Bell
Agenda Report

DATE: June 24, 2026

TO: Mayor and Members of the City Council

FROM: Gina Skibar, Deputy Director of Human Resources and Risk Management

APPROVED BY: Michael L. Antwine II (e-signature)
_____
Michael L. Antwine II, City Manager

SUBJECT: Approval of Fiscal Year 2026-2027 Holiday Schedule and City Hall Closure

RECOMMENDATION:

It is recommended that the City Council approve the Holiday Schedule and City Hall Closure for Fiscal Year 2026-2027.

BACKGROUND:

In accordance with the City's Personnel Rules and Regulations, thirteen (13) holidays are observed each fiscal year, including one (1) discretionary holiday. To maximize community service hours while observing these holidays, the proposed Fiscal Year 2026–2027 Holiday Schedule is outlined below:

Holiday Schedule Fiscal Year 2026-2027	
Holiday	**Observed**
Independence Day	Friday July 3, 2026
Labor Day	Monday, September 7, 2026
Veterans Day	Wednesday, November 11, 2026
Thanksgiving Day	Thursday, November 26, 2026
Day after Thanksgiving	Friday, November 27, 2026
Christmas Day	Friday, December 25, 2026
New Year's Day	Friday, January 1, 2027
Martin Luther King Jr. Day	Monday, January 18, 2027
Presidents Day	Monday, February 15, 2027
*Farm Worker Day (Observed)	Tuesday, March 31, 2027
Memorial Day	Monday, May 31, 2027
*Juneteenth National Independence Day (Observed)	Friday June 18, 2027

**Employees may use leave balances or report to work with Department Head approval and based on operational needs.*

When a holiday falls on a Saturday, the City will observe the holiday on the preceding Friday. Therefore, Independence Day will be observed on Friday, July 3, 2026, and Juneteenth will be observed on Friday, June 18, 2027.

For all holidays identified in the approved Holiday Schedule, employees assigned to a flexible work schedule may elect to take the holiday off and reschedule their regular day off to another day within the same pay period. Any alternate day off must be approved in advance by the Department Head and be consistent with operational needs.

On Farm Worker Day and Juneteenth National Independence Day, City Hall will be closed to the public. Employees may either observe the holiday using leave balances or, with departmental approval and based on operational needs, report to work.

Staff are also proposing a Winter Holiday Closure during which City Hall will be closed to the public from Thursday, December 24, 2026, through Friday, January 1, 2027. The closure period encompasses seven (7) business days, including the City's designated holidays of Christmas Day on December 25, 2026, and New Year's Day on January 1, 2027. Employees wishing to take time off during the closure will be required to use accrued vacation leave, floating holidays, or an approved flexible work schedule for the remaining five (5) business days not covered by the City's paid holiday schedule. City Hall will resume normal business operations and reopen to the public on Monday, January 4, 2027.

Holiday Closure	
Beginning	Ending
Thursday, December 24, 2026	Friday, January 1, 2027

City Hall will resume normal business hours on Monday, January 4, 2027. Employees wishing to take time off during the Winter Holiday Closure must utilize accrued vacation leave, floating holidays, or other applicable leave balances for non-holiday closure days. Consistent with the Fair Labor Standards Act (FLSA), exempt employees who do not have sufficient leave balances to cover the closure period will be treated as non-exempt employees for that period only.

City Hall will be closed to the public during the Winter Holiday Closure. However, essential community services will continue to be available. These services include:

- Police Services
- Parking Enforcement
- Code Enforcement
- Parks and limited Recreation Programs
- Street Sweeping
- Graffiti Removal
- Refuse Collection
- Telephone Payments for Parking Citations
- Sale of Bus Passes

Each City Department is responsible for ensuring that minimal staffing levels are maintained as needed.

FISCAL IMPACT:

The adoption of the proposed Winter Holiday Closure for Fiscal Year 2026–2027 is anticipated to result in cost savings for the City. This closure will contribute to:

- A reduction in the City’s liability for accrued employee leave balances
- Lower facility utility consumption

- Decreased maintenance and operational overhead during the closure period

Overall, this measure aligns with the City's goal of promoting fiscal responsibility while maintaining essential public services.

ATTACHMENTS:

NONE

City of Bell
Agenda Report

DATE: June 24, 2026

TO: Mayor and Members of the City Council

FROM: Javier Ochiqui, Interim Community Development Director

APPROVED BY: Michael L. Antwine (e-signature)
_____
Michael L. Antwine II, City Manager

SUBJECT: Consideration to approve a new Agreement with Sagecrest Planning and Environmental for professional planning services.

RECOMMENDATION:

It is recommended that the City Council approve a new Agreement with Sagecrest Planning and Environmental in the amount of $115,200 for professional planning services.

BACKGROUND:

In February 2026, our Assistant Planner accepted a new position with another government agency; in addition, the city's Associate Planner separated from the City in June 2026. This leaves the City of Bell with no experienced Planning staff and only 1 part-time staff to assist the public counter.

Shortly thereafter, the city requested proposals from several vendors for professional planning services. On March 5, 2026, the City selected Sagecrest Planning and Environmental and established a Purchase Order (PO) under the City Manager's authority in the amount of $24,000. Our part-time contract planner from Sagecrest is American Institute of Certified Planners (AICP) certified and is at City Hall Monday's and Wednesday's. The firm has performed at a high level of competency and provided effective planning support to the city.

DISCUSSION:

The Planning Division provides residents, developers, and policy makers with informed guidance to shape the future of the City in ways that inclusively serve our community. The Planning Division implements the City's General Plan and enforces the zoning code. The Planning Division reviews all residential, commercial, and industrial development proposals to ensure compliance with the Bell Municipal Code. The Planning Division also reviews business licenses, to ensure that each business is located in its appropriate zone.

The Planning Division provides zoning and land-use information to the general public via in-person visits at the public counter, over the telephone, and via email. This ensures that new development is attractive, compatible with its surroundings, and meets the standards of our community's vision for the future.

FISCAL IMPACT:

This expenditure in the amount of $115,200 will be paid by the Community Development Department Budget for FY 25/26 and FY 26/27.

STRATEGIC PLAN 2023-25:

Target 1: Economic Development
Goal 1: Implement improvements to Atlantic and Gage Ave.
Action Item 5: Adopt Atlantic Ave. Specific Plan
Action Item 7: Create a Gage Ave. Specific Plan

ATTACHMENTS:

1. Contract Service Agreement

CITY OF BELL
CONTRACT SERVICES AGREEMENT FOR
PROFESSIONAL PLANNING SERVICES

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this 24th day of June, 2026, by and between the City of Bell, a California charter city ("City") and Sagecrest Planning and Environmental, a California corporation (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state, or local governmental agency of competent jurisdiction.

1.3 California Labor Law. If the Scope of Services includes any "public works" or "maintenance," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is $1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq*., and all other applicable laws.

1.4 Licenses, Permits, Fees, and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.5 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not

exceeding the maximum contract amount of **One Hundred Fifteen Thousand Two Hundred Dollars ($115,200.00)** ("Contract Sum").

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant shall be deemed to have certify compliance with all provisions of this Agreement. The invoice shall contain all information specified in Exhibit "C", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-Consultant contracts. Sub-Consultant charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event the City disputes any charges or expenses, the original invoice shall be returned by the City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. The City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer (as defined below) to the Consultant, incorporating therein any adjustment in: (i) the Contract Sum (or a portion of the compensation due to Consultant) for the actual cost of the extra work; and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum, but not exceeding a total contract amount of Twenty-Five Thousand Dollars ($25,000) or in the time to perform of up to ninety (90) days may be approved by the City Manager. Any greater increases than Twenty-Five Thousand Dollars ($25,000), taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement under this Section; Consultant's sole remedy will be an extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, but not exceeding one (1) year from the date hereof ("Term"), except as otherwise provided in the Schedule of Performance (as shown on Exhibit "D" attached hereto).

4. COORDINATION OF WORK

4.1 Representative of Consultant. Amy Vazquez, CEO, is hereby designated as the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein, and to make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep the City informed of any changes.

4.2 Contract Officer. The City Community Development Director or such person as may be designated by the City Manager, is hereby designated as the representative the City authorized to act in its behalf with respect to the work and services specified herein, and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned, transferred, pledged, encumbered, or hypothecated, voluntarily or by operation of law, without the prior written approval of the City. Any such prohibited assignment, transfer, pledge, encumbrance, or hypothecation shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Consultant, its officers, agents, or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent Consultant of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its officers, agents, or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide, and maintain at its sole cost and expense during the Term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including, without limitation, blanket contractual liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) Professional Liability (errors & omissions) Insurance. Consultant shall maintain professional liability insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the Term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of Coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its officers, agents, representatives, employees, or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may cancel this Agreement.

(e) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and

Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of Contract Provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General liability and automobile policies shall provide or be endorsed to provide that the City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved by the City in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the services who is brought onto or involved in the services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the services will be submitted to City for review.

(n) City's Right to Revise Specifications. The City reserves the right at any time during the Term of this Agreement, to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Deductibles / Self-Insured Retentions. Any deductibles and self-insured retentions must be declared to and approved by City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, it officers, officials, employees, agents, and volunteers, or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expense.

(p) Timely Notice of Claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees, and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the negligent performance of the work, operations, or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or

omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, or other documents relating to the disbursements charged to the City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of the City, including the right to inspect, copy, audit, and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or admissions, or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City sufficient notice of such court order or subpoena to allow it to raise relevant objections.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs, and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order, or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with sufficient opportunity to review, comment, or file appropriate objections to any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents, and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in Title 17 Section 101 of the United States Code, such documents and materials are hereby deemed "works made for hire" for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended or shortened, if circumstances warrant, as determined by the Contract Officer. The cure period may run concurrently with the termination period as provided in Section 7.4, if the option to cure is in the alternative to termination. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by

it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to the City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation as shown on Exhibit "C". In the event of termination without cause pursuant to this section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, the City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and the City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed to the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager, and to the attention of the Contract Officer (with their name and City title), City of Bell, 6330 Pine Avenue, Bell, CA 90201, and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts and Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures in accordance with Title 2, Section 22003 of the California Code of Regulations (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transactions Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the City participate in any decision relating to this Agreement which may affect their financial interest or the financial interest of any corporation, partnership, or association in which they are directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with state law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s), or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

Amy Vazquez

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that: (i) such party is duly organized and existing; (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party; (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties.

[Signatures Appear On The Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:
CITY OF BELL, a California charter city

By:_____

Ali Saleh, Mayor

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By:_____

Danny Aleshire, City Attorney

ATTEST:

By:_____

Angela Bustamante, City Clerk

CONSULTANT:
SAGECREST PLANNING AND ENVIRONMENTAL, a California corporation

By:_____

Name: Amy Vazquez
Title: President, Secretary
Email Address: avazquez@sagecrestplanning.com
Address: 27128 Paseo Espada
Suite 1524
San Juan Capistrano, CA 92675

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant shall provide the following project management planning related services on an as-needed basis:

A. Project Management for Discretionary Applications.

1. Application and plan review

2. Coordination with other City departments and/or outside agencies

3. Correspondence with the California Environmental Quality Act (CEQA)

4. Monitoring of project implementation to verify substantial conformance with approved plans, conditions of approval, and mitigation measures

B. Preparation of technical planning staff reports, ordinances/resolutions, legal notices, CEQA documents, and presentations.

C. Participation in public hearings and presentations.

D. Preparation and presentation of written and oral reports to community groups, City Planning Commission, and City Council.

E. Develop recommendations and resolutions of determination.

F. Attendance at evening and weekend meetings.

G. Conduct field evaluations and assessments to ensure projects comply with zoning codes, design regulations, and approved plans.

H. Facilitation of special projects and long-range planning initiatives such as surveys, study sessions on regulations under consideration, text amendments to adopt new regulations or modify existing regulations, general plan amendments, zone changes, and Housing Element implementation.

I. Technical review and assessment of historic resources.

II. As part of the services, Consultant will prepare and deliver the following tangible work products to the City:

A. Monthly staff reports for City's Planning Commission

III. In addition to the requirements of Section 6.2, during performance of the services, Consultant will keep the City updated of the status of performance by delivering the following status reports:

A. As requested by the Contract Officer.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the services:

A. David Blumentahl - AICP, Principal

B. Mel Lee - AICP, Senior Planner

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

Added text is indicated in ***bold italics***, deleted text is indicated in ~~strikethrough~~.

None.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the services on a time and materials basis at the following rates:

Sagecrest Planning + Environmental 2026 Rates

POSITION	HOURLY RATE
President	$250.00
Vice President	$220.00
Principal	$210.00
Senior Project Manager	$200.00
Project Manager	$180.00
Senior Planner	$170.00
Associate Planner	$150.00
Assistant Planner	$130.00
Operations Manager/Quality Control	$90.00

II. The City will compensate Consultant for the services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

III. The total compensation for the services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely, as directed by the Contract Officer.

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

AGENDA ITEM 9

City of Bell
Agenda Report

DATE: June 24, 2026

TO: Mayor and Members of the City Council

FROM: Javier Ochiqui, Interim Community Development Director

PREPARED BY: Martin Rodriguez, Economic Development Specialist

APPROVED BY: Michael L. Antwine II (e-signature)
_____
Michael L. Antwine II, City Manager

SUBJECT: Consideration to approve Amendment No. 2 with Willdan Engineering for Planning and Staff Augmentation Services.

RECOMMENDATION:

It is recommended that the City Council read by title only, waive further reading and adopt Resolution 2026-33 titled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL AUTHORIZING FY 2026-27 BUDGET AMENDMENT TO TRANSFER $43,000 FROM THE GENERAL FUND BALANCE RESERVE TO THE COMMUNITY DEVELOPMENT DEPARTMENT ACCOUNT FOR OUTSIDE PROFESSIONAL SERVICES FOR PLANNING AND STAFF AUGMENTATION SERVICES."

DISCUSSION:

On August 20, 2024, the city entered into an agreement with Willdan Engineering for on-call planning services in the amount of $24,000. The consultant planner supported the Planning Department with various projects and daily responsibilities. Their primary role was to assist with the public counter, oversee application submissions, reviewing designs, processing entitlements, inspecting plans, and managing ADU (Accessory Dwelling Unit) applications.

On January 28, 2025, the City Council approved an increase in the amount of $30,000 for a total not-to-exceed $54,000. The $30,000 increase was for an additional hours, ongoing projects, and routine activities.

However, due to the critical nature of the projects that the consultant is managing (Dutch Bros and City Ventures) there is an additional $43,000 in costs necessary to continue to work for these projects.
Therefore, the additional $43,000 will be needed to cover continued project expenses and daily operations, bringing the total contract sum to $97,000.

FISCAL IMPACT:

This expenditure will impact the General Fund. The $43,000 will be paid by the General Fund Reserves, that are transferred to the Community Development Department budget.

STRATEGIC PLAN 2023-25:

Target 1: Economic Development
Goal 1: Implement improvements to Atlantic and Gage
Action Item 3: Entitlement Process

ATTACHMENT(S):

1. Resolution 2026-33
2. Amendment No. 2
3. Contract Service Agreement (Amendment No.1)
4. Contract Service Agreement (Original)

RESOLUTION NO. 2026-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL AUTHORIZING FY 2026-27 BUDGET AMENDMENT TO TRANSFER $43,000 FROM THE GENERAL FUND BALANCE RESERVE TO THE COMMUNITY DEVELOPMENT DEPARTMENT ACCOUNT FOR OUTSIDE PROFESSIONAL SERVICES FOR PLANNING AND STAFF AUGMENTATION SERVICES

WHEREAS, on August 20, 2024, the City of Bell ("City") and Willdan Engineering ("Consultant") entered into a Contract Services Agreement ("Agreement") for the Consultant to provide Associate Planner services to fulfill the City's on-call planning needs for a contract sum of $24,000.00; and

WHEREAS, on January 28, 2025, the City and Consultant executed Amendment No. 1 to the Agreement to expand the scope of services and increase the contract sum by $30,000.00, bringing the total maximum compensation to $54,000.00; and

WHEREAS, due to high priority and urgent planning demands and ongoing on-call planning services, staff needs an additional $43,000.; and

WHEREAS, the additional $43,000 is needed to cover ongoing project expenses and daily operations, bringing the total contract amount to $97,000; and

WHEREAS, a transfer of these reserve funds to the City's General Fund operating account is required to facilitate payment for the services outlined under Amendment No. 2.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY RESOLVE AND DETERMINE AS FOLLOWS:

SECTION 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. The City Council hereby approves Amendment No. 2 to the Contract Services Agreement with Willdan Engineering, increasing the total maximum Contract Sum from $54,000.00 to $97,000.00.

SECTION 3. The City Council hereby authorizes and directs the Finance Director, or their designee, to appropriate and transfer $43,000.00 from the City's General Fund Reserve account into the appropriate General Fund operating expenditure account (001-70-70-0000-000-6100) to fund the increased compensation under Amendment No. 2.

SECTION 4. The City Manager, or their designee, is authorized to execute Amendment No. 2 on behalf of the City, subject to approval as to form by the City Attorney.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 24th day of June 2026.

_____
Ali Saleh, Mayor

APPROVED AS TO FORM:

_____
Danny Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, _____, City Clerk of the City of Bell, hereby attest to and certify that Resolution No. 2026-33 is the original resolution adopted by the Bell City Council at its regular meeting held on the24th day of June 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Angela Bustamante, City Clerk

AMENDMENT NO. 2

TO CONTRACT SERVICES AGREEMENT

THIS SECOND AMENDMENT TO THE CONTRACT SERVICES AGREEMENT ("Amendment No. 2") by and between the **CITY OF BELL**, a California charter city ("City"), and **WILLDAN ENGINEERING**, a California corporation ("Consultant"), is effective as of the _____ day of _____2026.

RECITALS

A. City and Consultant entered into that certain Contract Services Agreement dated August 20, 2024 ("Agreement") whereby Consultant agreed to provide an Associate Planner to fulfill the City's on-call planning needs. Initially capitalized terms used but not defined herein shall have the meaning ascribed in the Agreement.

B. The Contract Sum under the Agreement was $24,000.00.

C. The Term of the Agreement commenced on August 20, 2024 and is set to expire on August 20, 2027, with two (2) one-year extensions in the City's sole and absolute discretion.

D. On January 22, 2025, City and Consultant entered into an amendment to the Agreement ("Amendment No. 1") to amend the scope of services and increase the Contract Sum by $30,000, thereby increasing the Contract Sum from $24,000 to $54,000.

E. City and Consultant now desire to amend the Agreement to increase the Contract Sum by $43,000, thereby increasing the Contract Sum from $54,000 to $97,000.

TERMS

1. **Contract Amendments.** The Agreement is amended as provided herein. Added text is indicated in ***bold italics***, deleted text is indicated in ~~strikethrough~~.

    a. Section 2.1 (Contract Sum) is hereby amended and shall now read as follows:

    "Subject to any limitation set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***Ninety-Seven Thousand Dollars ($97,000.00)*** ~~Fifty-Four Thousand Dollars ($54,000.00)~~ (the "Contract Sum")."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 2 and Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term

"Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 2 and Amendment No. 1.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 2, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

5. Authority. The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date and year first-above written.

CITY:
CITY OF BELL, a California charter city

_____
Ali Saleh
Mayor

ATTEST:

_____
Angela Bustamante
City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Danny Aleshire
City Attorney

CONSULTANT :
WILLDAN ENGINEERING, a California corporation

By: _____
Name: Vanessa Munoz
Title: President

By: _____
Name: Kate Nguyen
Title: Secretary

Address: 2401 E. Katella Ave., Suite 300
Anaheim, CA 92806

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2026 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2026 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("Amendment No. 1") by and between the **CITY OF BELL** ("City"), a California charter city, and **WILLDAN ENGINEERING**, a California corporation ("Consultant"), is effective as of the 22 day of January 2025.

RECITALS

A. City and Consultant entered into that certain Contract Services Agreement dated August 20, 2024 ("Agreement") whereby Consultant agreed to provide an Associate Planner to fulfill the City's on-call planning needs (the "Services").

B. The Contract Sum under the Agreement was $24,000.00.

C. The Term of the Agreement was from August 20, 2024 to August 20, 2027 with two (2) one-year extensions in the City's sole and absolute discretion (per Section 3.4 Term).

D. By this Amendment No. 1, the City and Consultant now desire to increase the Contract Sum by $30,000.00, from $24,000.00 to $54,000.00 and amend the scope of services.

E. Except as amended hereby, this amendment is subject to the same terms and conditions as provided in the Agreement.

TERMS

1. **Contract Amendments.** The Agreement is amended as provided herein. Added text is indicated in ***bold italics***, deleted text is indicated in ~~strikethrough~~.

    a. Section 2.1, "Contract Sum", is hereby amended and shall now read as follows:

    Subject to any limitation set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***Fifty-Four Thousand Dollars ($54,000.00)*** ~~Twenty-Four Thousand Dollars ($24,000.00)~~ (the "Contract Sum") ~~and shall not exceed Twenty-Six Thousand Four Hundred Dollars ($26,400.00) annually, unless additional compensation is approved pursuant to Section 1.8~~.

    b. Exhibit A.I., "Scope of Services", is hereby amended and shall now read as follows:

1. Willdan will provide an Associate Planner who will serve your on-call planning needs. The planner would work directly under your supervision and would be primarily responsible for assisting in the day-to-day activities of the Planning Division, as well as other additional related planning assignments and duties, including, but not limited to:

    1. Public counter assistance

    2. Application intake

    3. Design review

    4. Entitlement processing

    5. Plan check, and processing ADU applications

    6. Our planner is available up to *16* ~~20-22~~ hours a week with a 2-day work schedule and would be billed at $135.00/hr. Which is fully burdened or "all-inclusive" billing rate.

The following table provides the breakdown for a full time or a part time assignment. **Associate Planner** (Part Time)	2 days/week	**Associate Planner** (Full Time)	5 days/week
16 ~~22~~ hours/week	$2,160	40 hours/week	$5,400

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been

no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.

CITY:
CITY OF BELL, a California charter city

Ali Saleh
Mayor

ATTEST:

Angela Bustamante
City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

David J. Aleshire
City Attorney

CONSULTANT :
WILLDAN ENGINEERING, a California Corporation

By: _____
Name: Vanessa Munoz
Title: President

By: _____
Name: Kate Nguyen
Title: Secretary

Address: 2401 E. Katella Ave., Ste. 300
Anaheim, CA 92806

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange }

On April 15, 2025 before me, Angie Vigil, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Vanessa Muñoz and Kate Nguyen
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ANGIE VIGIL
Notary Public - California
Orange County
Commission # 2473034
My Comm. Expires Nov 21, 2027

Place Notary Seal and/or Stamp Above

Signature Angie Vigil
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/9/2025 | 10/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Insurance Brokers, LLC
CA License #0B99399
777 S. Figueroa St., 52nd Floor
Los Angeles CA 90017
(213) 689-0065

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A : Travelers Property Casualty Company of America — 25674
INSURER B : Allied World Surplus Lines Insurance Company — 24319
INSURER C :
INSURER D :
INSURER E :
INSURER F :

INSURED
1515294
Willdan Engineering
13191 Crossroads Parkway North,
Suite 405
City of Industry, CA 91746

COVERAGES **CERTIFICATE NUMBER:** 20100760 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	P-630-A1178471-TIL-24	11/9/2024	11/9/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Emp. Benefits Liab.						MED EXP (Any one person)	$ 15,000
	X Contr. Liab. Incl.						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER							$
A	AUTOMOBILE LIABILITY	Y	Y	810-A1161741-24-43-G	11/9/2024	11/9/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
A	X UMBRELLA LIAB X OCCUR	N	N	CUP-8Y112115-24-43	11/9/2024	11/9/2025	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	UB-8Y032268-24-43-G	11/9/2024	11/9/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Prof Liab – Arc/Eng	N	N	0313-5950	11/9/2024	11/9/2025	Per Claim:$1,000,000 Aggregate:$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 2023 Community Development Block Grant Services. City of Bell and its officers, officials, employees and agents are included as Additional Insured(s) in accordance with the provisions of the General Liability, Automobile Liability and Umbrella Liability policies. The General Liability, Automobile Liability and Umbrella Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the provisions of the policies. See the next page

CERTIFICATE HOLDER

20100760
City of Bell
Attention: Martin Rodriguez
6330 Pine Avenue
Bell, CA 90201

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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A Waiver of Subrogation is granted in favor of City of Bell, its elected or appointed officers, agents, officials, employees and volunteers in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability, Professional Liability and Workers' Compensation policies. Policies include 30-days' notice of cancellation (except 10 days for non-payment of premium) and the provisions of each policy govern how notice of cancellation may be delivered to Certificate Holder. Separation of Insureds - except with respect to the Limits of Liability in the General Liability policy and any rights or duties specifically assigned to the first Named Insured, this insurance applies as if each Named Insured were the only Named Insured and Separately to each insured against whom the claim or suit is brought. Professional Liability: Claims Made. Retro Date: Full Prior Acts. Professional Liability SIR - $0. Umbrella Liability follows form over General Liability, Auto Liability and Employers Liability as per the policy language.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITYCOVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**

Any person or organization that you agree in a written
contract or agreement to include as an additional insured on this Coverage Part is an insured, but only

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "persona injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization

The insurance provided to such additional insured is policy period.

subject to the following provisions

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additionalinsured willbe limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additiona insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance

b. The insurance provided to such additiona insured does not apply to

(1) Any "bodily injury", "property damage" "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" oroffense.

(2) If a claim is made or "suit" is brought against the additionalinsured:

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(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice ofthe claim or "suit" as soon as practicable

(3) Immediately send us copies of all lega papers received in connection with the claim "suit", cooperate with us in the or

investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions

(4) Tender the defense and indemnity of any "suit" to any provider of other claim or

insurance which would coversuch additional insured for a loss we cover. However, this condition does not affect whetherthe insurance provided to such additional insured is primary to other insurance available to such additionalinsured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2., Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   Sale Of Pharmaceuticals

   "Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

   "Incidental medical services"means:

   a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

   b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

   a. $10,000; or

   b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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POLICY NUMBER: P-630-A11784?1-TIL-24
EFFECTIVE: 11/9/2024 - 11/9/2025

ISSUE DATE: 10-21-24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days
is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you
   are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the

2fo.lloTwhineg is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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ISSUE DATE: 10/21/24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days
is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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POLICY NUMBER: CUP-8Y112115-24-43 ISSUE DATE: 10/21/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION - NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION:
A PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:
THE ADDRESS FOR THT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) -

POLICY NUMBER: UB-8Y032268-24-43-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.
INCLUDING:
ORGANIZATION: ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT, EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

ENDORSEMENT NO.

AMEND SUBROGATION CLAUSE; WAIVER OF SUBROGATION
FOR CLIENTS AND THIRD PARTIES

This Endorsement, effective at 12:01 a.m. on November 9, 2024, forms part of

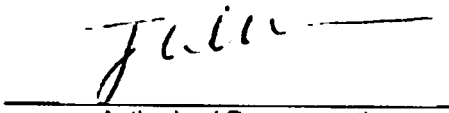
Policy No.	0313-5950
Issued to	Willdan Group, Inc.
Issued by	Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that Section VIII. CONDITIONS, Subsection N. is deleted in its entirety and replaced as follows:

N. SUBROGATION

In the event of any payment under this Policy, the Company shall be subrogated to all the Insured's rights of recovery against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing to prejudice such rights. The Company agrees to waive its right of subrogation against any client of the Insured or any other person or entity for a Claim which is covered by this Policy where the Insured agreed to waive any such rights in writing prior to the date the Wrongful Act giving rise to such Claim first occurred. Any recoveries shall be applied first to subrogation expenses, second to Damages and Defense Expenses paid by the Company, and third in satisfaction of the Policy Deductible shown in Item 4. of the Declarations. Any additional amounts recovered shall be paid to the First Named Insured.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT NO.

ADVICE OF CANCELLATION TO ENTITIES OTHER THAN
THE NAMED INSURED LIMITED TO E-MAIL NOTIFICATION

This Endorsement, effective at 12:01 a.m. on November 9, 2024, forms part of

Policy No.	0313-5950
Issued to	Willdan Engineering
Issued by	Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that:

In the event that the Company cancels this Policy for any reason other than nonpayment of premium, and

1. the cancellation effective date is prior to this Policy's expiration date;

2. the First Named Insured is under an existing contractual obligation to notify a certificate holder when this Policy is canceled (hereinafter, the "Certificate Holder(s)"); and has provided to the Company, either directly or through its broker of record, the email address of the contact at such entity; and

3. the Company receives this information after the First Named Insured receives notice of cancellation of this Policy and prior to this Policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Company;

the Company will provide advice of cancellation (the "Advice") via e-mail to such Certificate Holders not later than thirty (30) days before the effective date of cancellation.

Proof of the Company emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Company has fully satisfied its obligations under this Endorsement.

This Endorsement does not affect, in any way, coverage provided under this Policy or the cancellation of this Policy or the effective date thereof, nor shall this Endorsement invest any rights in any entity not insured under this Policy.

Any failure on the Insurer's part to deliver the Advice will not impose liability of any kind upon the Insurer or invalidate the cancellation.

Any Certificate Holder is not an Insured or a Loss Payee under this Policy. No coverage will be available under this Policy for any Claim brought by or against any Certificate Holder.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 R3 (00) -

POLICY NUMBER: UB-8Y032268-24-43-G

NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to PART SIX – CONDITIONS :

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to
each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice
ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN , BUT ONLY IF: 1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDIN G THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION O F THIS POLICY;AND 2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEM ENT. ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRIT TEN REQUEST FROM YOU TO US.	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 11/9/2024 Policy No. UB-8Y032268-24-43-G Endorsement No.

Insurance Company Countersigned by _____
Travelers Property Casualty Company of America

DATE OF ISSUE: 10-21-24 ST ASSIGN:

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CONTRACT SERVICES AGREEMENT

By and Between

CITY OF BELL

and

WILLDAN ENGINEERING

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF BELL AND
WILLDAN ENGINEERING, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 20th day of August, 2024 by and between the City of Bell, a California charter city ("City") and Willdan Engineering a California corporation ("Consultant"). City and Consultant may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Bell Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those

standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Services shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be

responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $24,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Twenty Four Thousand Dollars ($24,000.00) (the "Contract

Sum") and shall not exceed Twenty Six Thousand Four Hundred Dollars ($26,400.00) annually, unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "C", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City may, in its sole discretion, extend the Term for two (2) additional one-year terms.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Salvador Lopez Jr.	Director of Planning
(Name)	(Title)
_____	_____
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be the City's City Manager or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the

Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, for bodily

injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required

to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial,

administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as

shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed

after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other

reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection

therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Bell, 6330 Pine Avenue, Bell, California 90201 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid

judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials UM –

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF BELL, a charter city

Michael L. Antwine II, City Manager

ATTEST:

Angela Bustamante, City Clerk

CONSULTANT:

WILLDAN ENGINEERING a California corporation

By: _____
Name: Vanessa Munoz
Title: President

By: _____
Name: _____
Title: Secretary

Address: 13191 Crossroads Parkway North

Industry, CA 91746

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange }

On September 3, 2024 (Date) before me, Angie Vigil, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Kate Nguyen and Vanessa Muñoz (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ANGIE VIGIL
Notary Public - California
Orange County
Commission # 2473034
My Comm. Expires Nov 21, 2027

Place Notary Seal and/or Stamp Above

Signature Angie Vigil
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

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EXHIBIT "A"

SCOPE OF SERVICES

I. Willdan will provide an Associate Planner who will serve your on-call planning needs. The planner would work directly under your supervision and would be primarily responsible for assisting in the day-to-day activities of the Planning Division, as well as other additional related planning assignments and duties, including, but not limited:

1. Public counter assistance
2. Application intake
3. Design review
4. Entitlement processing
5. Plan check, and processing ADU applications
6. Our planner is available up to 20-22 hours a week with a 3-day work schedule and would be billed at $135.00/hr. Which is a fully burdened or "all-inclusive" billing rate.

The following table provides the breakdown for a full time or a part time assignment. **Associate Planner** (Part Time)	3 days/week	**Associate Planner** (Full time)	5 days/week
22 hours/week	$2,970	40 hours/week	$5,400

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

None.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Please see Exhibit A.

CERTIFICATE OF LIABILITY INSURANCE

11/9/2025 | DATE (MM/DD/YYYY) 11/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC (dba Lockton Insurance Brokers, LLC) 777 S. Figueroa Street, 52nd Fl CA License #0B99399 Los Angeles CA 90017 (213) 689-0065	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1506118 Willdan Engineering 13191 Crossroads Parkway North, Suite 405 City of Industry, CA 91746	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Travelers Property Casualty Company of America — 25674 **INSURER B :** Allied World Surplus Lines Insurance Company — 24319 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 21171622 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Emp. Benefits Liab. X Contr. Liab. Incl. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	P-630-A1178471-TIL-24	11/9/2024	11/9/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	810-A1161741-24-43-G	11/9/2024	11/9/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE $	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB-8Y032268-24-43-G	11/9/2024	11/9/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Arch&Eng Prof	N	Y	0313-5950	11/9/2024	11/9/2025	Per Claim:$1,000,000 Aggregate:$2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 2024 (SL) - On Call Planning Services. City of Bell and its officers, officials, employees, agents, and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation and Professional Liability policies.

CERTIFICATE HOLDER

21171622
City of Bell
Attn: Martin Rodriguez, Economic Development
6330 Pine Avenue
Bell CA 90201

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Policies include 30-days' notice of cancellation (except 10 days for non-payment of premium) and the provisions of each policy govern how notice of cancellation may be delivered to Certificate Holder.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITYCOVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**

Any person or organization that you agree in a written
contract or agreement to include as an additional insured on this Coverage Part is an insured, but only

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "persona injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization

The insurance provided to such additional insured is policy period.

subject to the following provisions

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additionalinsured willbe limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additiona insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance

b. The insurance provided to such additiona insured does not apply to

(1) Any "bodily injury", "property damage" "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" oroffense.

(2) If a claim is made or "suit" is brought against the additionalinsured:

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(a) Immediately record the specifics of the claim or"suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice ofthe claim or "suit" as soon as practicable

(3) Immediately send us copies of all lega papers received in connection with the claim "suit", cooperate with us in the or

investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions

(4) Tender the defense and indemnity of any "suit" to any provider of other claim or

insurance which would coversuch additional insured for a loss we cover. However, this condition does not affect whetherthe insurance provided to such additional insured is primary to other insurance available to such additionalinsured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and noncontributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V — DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services"means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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POLICY NUMBER: P-630-A1178471-TIL-24 ISSUE DATE: 10-21-24
EFFECTIVE: 11/9/2024 - 11/9/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days
is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you
   are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the

2fo.lloTwhineg is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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ISSUE DATE: 10/21/24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days
is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) -

POLICY NUMBER: UB-8Y032268-24-43-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.
INCLUDING:
ORGANIZATION: ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT, EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

DATE OF ISSUE: 10-21-24 ST ASSIGN:

TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 R3 (00) -

POLICY NUMBER: UB-8Y032268-24-43-G

NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to PART SIX – CONDITIONS :

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to
each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice
ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN , BUT ONLY IF: 1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY;AND 2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT. ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 11/9/2024 Policy No. UB-8Y032268-24-43-G Endorsement No.

Insurance Company
Travelers Property Casualty Company of America

Countersigned by _____

DATE OF ISSUE: 10-21-24 ST ASSIGN:

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ENDORSEMENT NO.

AMEND SUBROGATION CLAUSE; WAIVER OF SUBROGATION
FOR CLIENTS AND THIRD PARTIES

This Endorsement, effective at 12:01 a.m. on November 9, 2024, forms part of

Policy No.	0313-5950
Issued to	Willdan Group, Inc.
Issued by	Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that Section VIII. CONDITIONS, Subsection N. is deleted in its entirety and replaced as follows:

N. SUBROGATION

In the event of any payment under this Policy, the Company shall be subrogated to all the Insured's rights of recovery against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing to prejudice such rights. The Company agrees to waive its right of subrogation against any client of the Insured or any other person or entity for a Claim which is covered by this Policy where the Insured agreed to waive any such rights in writing prior to the date the Wrongful Act giving rise to such Claim first occurred. Any recoveries shall be applied first to subrogation expenses, second to Damages and Defense Expenses paid by the Company, and third in satisfaction of the Policy Deductible shown in Item 4. of the Declarations. Any additional amounts recovered shall be paid to the First Named Insured.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO.

ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED INSURED LIMITED TO E-MAIL NOTIFICATION

This Endorsement, effective at 12:01 a.m. on November 9, 2024, forms part of

Policy No.	0313-5950
Issued to	Willdan Engineering
Issued by	Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that:

In the event that the Company cancels this Policy for any reason other than nonpayment of premium, and

1. the cancellation effective date is prior to this Policy's expiration date;

2. the First Named Insured is under an existing contractual obligation to notify a certificate holder when this Policy is canceled (hereinafter, the "Certificate Holder(s)"); and has provided to the Company, either directly or through its broker of record, the email address of the contact at such entity; and

3. the Company receives this information after the First Named Insured receives notice of cancellation of this Policy and prior to this Policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Company;

the Company will provide advice of cancellation (the "Advice") via e-mail to such Certificate Holders not later than thirty (30) days before the effective date of cancellation.

Proof of the Company emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Company has fully satisfied its obligations under this Endorsement.

This Endorsement does not affect, in any way, coverage provided under this Policy or the cancellation of this Policy or the effective date thereof, nor shall this Endorsement invest any rights in any entity not insured under this Policy.

Any failure on the Insurer's part to deliver the Advice will not impose liability of any kind upon the Insurer or invalidate the cancellation.

Any Certificate Holder is not an Insured or a Loss Payee under this Policy. No coverage will be available under this Policy for any Claim brought by or against any Certificate Holder.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

AE 00025 00 (03/21)

AGENDA ITEM 10

City of Bell
Agenda Report

DATE: June 24, 2026

TO: Mayor and Members of the City Council

FROM: Michael L. Antwine II, City Manager
Javier Ochiqui, Assistant to the City Manager/
Interim Community Development Director

APPROVED BY: Michael L. Antwine II (e-signature)
_____
Michael L. Antwine II, City Manager

SUBJECT: Approval of a Purchase and Sale Agreement between the Bell Community Housing Authority and Ali Elhadi Khalil for certain real properties located at 6629 and 6633 Pine Avenue in the amount of $1,800,000.

RECOMMENDATION:

It is recommended that the City Council read by title only, waive further reading and adopt Resolution 2026-39 titled:

A RESOLUTION OF THE CITY COUNCIL OF THE OF THE CITY OF BELL, CALIFORNIA, APPROVING A PURCHASE AND SALE AGREEMENT WITH ALI ELHADI KHALI FOR THE BELL COMMUNITY HOUSING AUTHORITY PROPERTIES LOCATED AT 6629 AND 6633 PINE AVENUE IN THE CITY OF BELL

BACKGROUND:

The City and BCHA has utilized the services of the Kosmont Companies to assist with the compliance and implementation of the Surplus Land Act.

This is a Bell Community Housing Authority owned certain property consisting of 2 properties, one with 5-unit multifamily and the other 4 single units for a total of 9 units of in a R3 (Multi-family Residential Zone). This site was identified by staff as ideal for the continuation of residential housing and affordability within the City.

As part of the Surplus Land Act (SLA) process, this NOA was sent to an extensive list of housing advocates registered with the California Department of Housing and Community Development (HCD). Per the Surplus Land Act, all city-owned property not deemed except must be made available to housing advocates before any other development plans are entertained.

DISCUSSION:

The city received numerous inquiries on the property; however, there was only one (1) valid proposal for both parcels in the amount of $1.8 million. In May 2026, staff received directions to proceed with the offer and negotiate the terms and conditions of a Purchase and Sale Agreement with Ali Elhadi ElKhalil.

FISCAL IMPACT:

The purchase price for the property is $1,800,000 million dollars for which all funds will be deposited into the Bell Community Housing Authority Fund.

ATTACHMENTS:

1. Purchase and Sale Agreement – 6629 Pine Avenue
2. Purchase and Sale Agreement – 6633 Pine Avenue
3. Resolution No. 2026-39

Authentisign ID: 97E4A2BA-C565-F111-8FCA-002248359474

PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS
(6629 Pine Avenue)

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "**Agreement**"), dated as of 6/11/2026, 2026, is entered by and between the BELL COMMUNITY HOUSING AUTHORITY, a public agency ("**Seller**"), and ALI ELHADI KHALIL ("**Buyer**").

RECITALS

A. Seller is the owner of that certain real property and improvements, located at 6629 Pine Avenue in the City of Bell, County of Los Angeles, State of California (APN 6325-017-902), as more particularly described in Exhibit A attached hereto ("**Property**").

B. On August 26, 2024, Seller released a Notice of Availability to the development community and public agencies pursuant to the requirements of the Surplus Land Act, Government Code Section 54220, et seq. to find developers interested in the acquisition and development of the Property and received a number of responses in the sixty-day period after the date of the Notice of Availability.

C. Seller received a proposal for the acquisition and development of the Property from Buyer, which, together with other adjacent properties, proposes to develop a residential project as may be approved by the City. The homes will consist of at least three- and four-bedroom units and the size of the units will be mutually agreed upon, but not less than 1,300 square feet. All of the homes will have a two-car enclosed garage along with a private patio and balcony.

D. Seller and Buyer engaged in good faith negotiations for the terms of the Seller's sale of the Property to Buyer.

E. Buyer desires to purchase the Property from Seller and Seller desires to sell the Property to Buyer, on the terms and subject to the conditions contained in this Agreement.

F. Concurrently with this Agreement, the parties are executing that certain Purchase and Sale Agreement and Escrow Instructions ("**Adjacent Property PSA**") for that certain adjacent property at 6633 Pine Street (APN 6325-017-903) ("**Adjacent Property**"). The parties have agreed that the Property must be acquired concurrently with the Adjacent Property or if either PSA is terminated, the other PSA shall also automatically terminate.

In consideration of the mutual covenants, agreements and representations contained in this Agreement and incorporating the above recitals, Seller and Buyer agree as follows:

ARTICLE I
PURCHASE AND SALE AND BUYER'S ANTICIPATED USE

1.1 Purchase and Sale. Buyer agrees to purchase the Property from Seller and Seller agrees to sell the Property to Buyer, on and subject to the conditions, covenants and terms contained in this Agreement. The parties agree that termination of the Adjacent Property PSA shall cause this Agreement to immediately be terminated. Although the Property is residential property, Buyer does not intend to occupy the Property and Seller as a governmental entity is exempt from statutory disclosure and related provisions such as Civil Code 1100 ("**Transfer Disclosure Statement**"), etc.

1.2 Buyer's Anticipated Use. As a material consideration inducing Seller to convey the

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Property to Buyer, Buyer has advised Seller that Buyer is acquiring the Property to develop for-sale housing on the Property ("**Buyer's Anticipated Use**").

1.3 Effective Date. This Agreement shall be effective as of the date executed by Seller ("**Effective Date**").

ARTICLE II
PURCHASE PRICE AND DEPOSITS

2.1 Escrow.

A. Escrow Instructions. Only Sections 1, 2.1, 2.2A, 2.2B, 3.1 3.2, 3.3, 4.1, 4.2 and 10 constitute the escrow instructions to Escrow Agent. If required by Escrow Agent, Buyer and Seller agree to execute Escrow Agent's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail as between the parties. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Agent, but about which Escrow Agent need not be concerned. Buyer and Seller will receive Escrow Agent's general provisions directly from Escrow Agent and will execute such provision upon Escrow Agent's request. To the extent that the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Agent only. The Parties agree to execute additional instructions, documents and forms provide by Escrow Agent that are reasonably necessary to close Escrow.

B. Escrow Agent. Escrow Agent shall be Fidelity National Title Insurance Company (National Commercial Services) at 3237 E. Guasti Rd., Ste. 105, Ontario, CA 91761 to Mary Lou Adame, Escrow Officer (909) 978-3020 Marylou.Adame@fnf.com ("**Escrow Agent**").

C. Opening of Escrow. Within three (2) days of the Effective Date, the parties shall deliver an executed copy of this Agreement to Escrow Agent and Escrow shall be deemed open when accepted by Escrow Agent by execution on the signature page ("**Opening of Escrow**").

D. Good Funds. All funds deposited in Escrow shall be in "**Good Funds**" which means a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California.

E. Natural Hazard Disclosure Report. Upon Opening of Escrow, Escrow Agent shall order a natural hazard disclosure report from Disclosure Source which shall be delivered to Buyer and Seller.

2.2 Purchase Price. The total purchase price ("**Purchase Price**") for the Property shall be Nine Hundred Thousand Dollars ($900,000.00), as adjusted by the terms and conditions set forth herein.

A. Deposit. Concurrently with the Opening of Escrow, Buyer shall deliver to Escrow Agent the amount of Twenty-Seven Thousand Dollars ($27,000.00) (together with any and all interest earned in Escrow on such funds, if any, the "**Deposit**"). The Deposit shall become non-refundable upon Buyer's delivery to Seller of an Approval Notice (as defined below).

B. Balance of Purchase Price. Upon the Close of Escrow, the amount of the Deposit shall be credited toward the Purchase Price. Buyer shall deposit with the Escrow Agent the balance of the Purchase Price ("**Purchase Funds**") in accordance with Section 0, in sufficient time such that the Escrow Agent will be able to disburse the cash proceeds accruing to Seller on the Close of Escrow.

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C. **Environmental Liability.** The parties agree that the Purchase Price is based on an assumption that there are no adverse environmental conditions at the Property. The parties acknowledge that if Buyer determines during the Due Diligence Period, in Buyer's reasonable judgment, that adverse environmental conditions do exist at the Property, the parties may negotiate in good faith, prior to expiration of the Due Diligence Period, the manner in which such conditions will be remedied and/or compensated, including, without limitation, adjustment to the Purchase Price and/or allocation of responsibility for potential liabilities, remediation, removal, and/or the costs occurred thereby. If the parties fail to reach a written agreement by the expiration of the Due Diligence Period, Buyer shall notify Escrow and Seller in writing prior to the expiration of the Due Diligence Period whether Buyer waives the condition for allocation of environmental liabilities or terminates the Escrow and this Agreement.

2.3 Liquidated Damages. IF THE TRANSACTION CONTEMPLATED UNDER THIS AGREEMENT IS NOT CONSUMMATED DUE TO A BREACH OR DEFAULT OF BUYER THAT IS NOT CURED IN ACCORDANCE WITH THIS AGREEMENT, THEN SELLER SHALL HAVE THE RIGHT TO RECEIVE AND RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES AS SELLER'S SOLE AND EXCLUSIVE REMEDY, EXCEPT THIS SECTION SHALL NOT APPLY TO INDEMNIFICATION OBLIGATIONS OF BUYER OR OTHERWISE LIMIT SELLER'S CLAIMS FOR ATTORNEYS' FEES UNDER THIS AGREEMENT. THE RETENTION OF THE DEPOSIT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF THE CALIFORNIA CIVIL CODE, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO THE CALIFORNIA CIVIL CODE. BUYER AND SELLER AGREE THAT (I) THE AMOUNT OF LIQUIDATED DAMAGES IS REASONABLE CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, INCLUDING THAT ASCERTAINING THE AMOUNT OF SELLER'S ACTUAL DAMAGES WOULD BE COSTLY AND INCONVENIENT; AND (II) THE AMOUNT OF THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE ESTIMATE OF THE DAMAGES TO SELLER, INCLUDING THE COST OF NEGOTIATING AND DRAFTING THIS AGREEMENT, COSTS OF COOPERATING IN SATISFYING CONDITIONS TO CLOSING, COSTS OF SEEKING ANOTHER BUYER, OPPORTUNITY COSTS IN KEEPING THE PROPERTY OUT OF THE MARKETPLACE AND OTHER COSTS INCURRED IN CONNECTION WITH THIS AGREEMENT. BUYER HAS REVIEWED THE EFFECT OF THIS PROVISION WITH LEGAL COUNSEL AND HAS AGREED THAT SUCH DAMAGES ARE A REASONABLE AND FAIR ESTIMATE OF THE DAMAGES SELLER WILL SUSTAIN IF AN EVENT OF DEFAULT BY BUYER OCCURS. UPON ANY BREACH OR DEFAULT BY BUYER UNDER THIS AGREEMENT THAT HAS NOT BEEN CURED IN ACCORDANCE WITH THE TERMS HEREOF, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EXCEPT FOR THE RIGHT OF SELLER TO RECEIVE AND RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES IN ACCORDANCE WITH THIS SECTION. BY INITIALING THIS SECTION IMMEDIATELY BELOW, SELLER AND BUYER ACKNOWLEDGE THEIR APPROVAL OF THIS LIQUIDATED DAMAGES PROVISION AND AFFIRM THEIR RESPECTIVE AGREEMENTS CONTAINED IN THIS SECTION.

AEK

Buyer's Initials **Seller's Initials**

ARTICLE III
CONDITIONS PRECEDENT

The purchase and sale under this Agreement shall be subject to the satisfaction of the conditions precedent set forth in this Article III (unless waived, in whole or in part, in writing by the party to whom

Authentisign ID: 97E4A2BA-C565-F111-8FCA-002248359474

the benefit of such condition runs) on or before the Closing Date or such earlier date as is specified in this Agreement, each of which conditions shall be a covenant of the party required to perform such condition.

3.1 Conditions to Buyer's Obligations, Due Diligence Period and Entitlement Period.

A. Delivery of Title Report; Seller's Cure. Seller shall cause Fidelity National Title Insurance Company (National Commercial Services) ("**Title Insurer**") to deliver to Buyer a current preliminary title report for the Property with copies of the exceptions and a plotting of the easements ("**Title Report**") within seven (7) days following the Opening of Escrow. The legal description used in the documents attached shall be that confirmed by the Title Company in the Title Report.

(i) **Buyer's Notice of Objection**. If the Title Report contains exceptions which are not acceptable to Buyer ("**Unpermitted Exceptions**"), Buyer shall, within the Due Diligence Period, deliver to Seller written notice of Buyer's objections (a "**Notice of Objection**"), if any, to such exceptions. If Buyer fails to deliver a Notice of Objection in accordance with the foregoing sentence, Buyer shall be deemed to have waived its right to object to any exceptions which would otherwise be Unpermitted Exceptions, and such exceptions shall thereafter be deemed Permitted Exceptions (as defined below).

(ii) **Seller's Response Notice.** Within five (5) days following the date of receipt of a timely Notice of Objection (the "**Seller Notice Period**") from Buyer, Seller shall give notice (a "**Response Notice**") advising Buyer whether Seller will cause any of the Unpermitted Exceptions to be removed from the Title Report at or prior to Closing. If Seller fails to give the Response Notice during Seller Notice Period, Seller shall be deemed to have determined that it will not cause any Unpermitted Exceptions to be removed from the Title Report or otherwise addressed to the satisfaction of Buyer prior to Closing.

(iii) **Title Termination Notice.** Unless Seller agrees to cause all of the Unpermitted Exceptions to be removed from the Title Report or otherwise addressed to the satisfaction of Buyer, Buyer may terminate this Agreement by giving notice in writing to Seller ("**Title Termination Notice**") within five (5) days following Buyer's receipt of the Response Notice or the date the Response Notice is deemed given. If Buyer gives a Title Termination Notice: (a) the Deposit shall be disbursed to Buyer, (b) Buyer and Seller shall each pay one-half (1/2) of Escrow expenses incurred to date of termination, (c) this Agreement shall become terminated and of no further force or effect, except for those provisions that survive the early termination of this Agreement including indemnification; and (d) the Adjacent Property PSA shall also terminate.

(iv) **Specific Exclusions**. Buyer, at its own cost and expense, may deliver to Seller a survey of the Property prior to the end of the Due Diligence Period (defined below). Notwithstanding anything to the contrary set forth in this Article III, any title matter arising after the date of the Title Report and added to the Title Report after its original issuance may be a Permitted Exception but first shall be subject to the same procedures set forth in this Section 3.1A (provided, however, that Buyer agrees to deliver a Notice of Objection no later than three (3) days following receipt of an update to the Title Report; and Seller shall have three (3) days to deliver a Response Notice). To the extent necessary the Closing shall be extended to accommodate such matters.

B. Delivery of Title and Title Insurance. Seller shall convey title to the Property to Buyer at the Closing (defined in Section 4.1), subject only to the Permitted Exceptions. The term "**Permitted Exceptions**" shall mean: (i) liens for real property taxes shown as exceptions in the Title Report provided that the taxes are not delinquent; (ii) the standard exclusions to coverage under Title Insurer's ALTA (non-extended) Standard Owner's Policy of Title Insurance with Western Regional Exceptions ("**Title Policy**"); (iii) the Affordability Covenant; (iv) any tenant leases; and (v) any other lien, encumbrance, title exception or defect that appears in the Title Report which Buyer has approved, deemed to have approved, or which is caused by Buyer prior to the Closing ("**Escrow Agent**"). Notwithstanding

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the foregoing, in no event shall the following be considered Permitted Exceptions: deeds of trust or mortgages; judgments; mechanics' and materialmen's liens; tax liens; or liens, encumbrances or other title matters created by Seller after the date of this Agreement, other than those created with the prior written consent of Buyer. Buyer agrees that Seller's obligation to convey title to Buyer shall be deemed satisfied upon Title Insurer's irrevocable commitment to issue the Escrow Agent subject only to the Permitted Exceptions.

C. **Inspection.** During the Due Diligence Period, Buyer shall, at its sole cost and expense, conduct or review such surveys, investigations, studies and inspections and make or review such geologic, environmental and soils tests and other studies of the Property as Buyer, in Buyer's discretion, deems necessary to determine the physical and land use characteristics of the Property (including its subsurface) and the Property's suitability for Buyer's Anticipated Use.

D. **Review of Documents.** Buyer has possession of copies of the documents and other items listed on Exhibit B, and shall review the same. Seller represents that the documents listed on Exhibit B represent all documents of which the employees in Seller's Community and Economic Development Department have actual knowledge and which are material to Buyer's acquisition of the Property. Seller shall deliver to Buyer during the Due Diligence Period any other documents relating to the Property to the extent they are requested by Buyer and reasonably available to Seller.

E. **Possession.** After Closing, Seller shall tender possession of the Property to Buyer in the condition required pursuant to this Agreement, vacant, without leases, and free of any contracts or agreements.

F. **Representations and Warranties.** Each of the representations and warranties by Seller contained in Section 8.1 was true and correct in all material respects as of the date made and continues to be true and correct in all material respects as of the Closing.

G. **Delivery of Closing Documents.** Execution, delivery and acknowledgement as appropriate by Seller of the closing documents set forth in Section 4.1B(i) and other necessary closing documents as may be reasonably requested by Buyer or Escrow Agent.

H. **Due Diligence Period.** Buyer shall have Seventeen (17) days after the Opening of Escrow ("**Due Diligence Period**") to (i) review the exceptions, legal descriptions and other matters contained in the Title Report, (ii) conduct or review such surveys, investigations, studies and inspections and make or review such geologic and environmental tests and other studies of the Property, (iii) review the documents listed on Exhibit B, and (iv) review all other applicable due diligence materials respecting the Property (collectively, the "**Due Diligence Items**") and (v) obtain a loan for the acquisition of the Property. If Buyer, in its sole and absolute discretion, determines that the results of any information, inspection, test, examination or any investigation provided under this Agreement or performed or obtained during the Due Diligence Period meets Buyer's criteria (established in Buyer's sole and absolute discretion) for the purchase and operation of the Property in the manner contemplated by Buyer, and Buyer deems the Property to be suitable for Buyer's Anticipated Use, then Buyer shall deliver a written notice to Seller ("**Approval Notice**"), with a copy to Escrow Agent, given no later than 5:00 p.m. (Pacific Standard Time) on or before the last day of the Due Diligence Period. In the event Buyer either fails to timely provide an Approval Notice to Seller and Escrow Agent, or Buyer provides a written notice to Seller and Escrow Agent that the property is unsuitable, in Buyer's sole discretion, to Buyer to Seller and Escrow Agent on or before the expiration of the Due Diligence Period, then this Agreement shall be deemed terminated, in which event: (i) the Deposit shall be disbursed to Buyer; (ii) Buyer shall be entitled to receive a refund of any other funds placed in Escrow; (iii) Buyer and Seller shall each pay one-half (1/2) of Escrow expenses incurred to date of termination; (iv) neither party shall have any right against the other arising out of such

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termination although the obligations which survive termination shall remain in effect; and (v) the Adjacent Property PSA shall concurrently terminate.

I. **Access to Property.** At reasonable times during the Due Diligence Period, upon reasonable prior notice to Seller, and subject to Section 3.1C, Buyer, its agents, contractors and subcontractors, shall have the right to enter upon the Property thereon to make any and all inspections and tests as Buyer deems desirable in its sole discretion. Any entry upon the Property by Buyer following its delivery of an Approval Notice shall not entitle Buyer to object to Due Diligence Items following such delivery. Upon Seller's written request, Buyer shall provide Seller with a copy of the results, reports or findings ("**Results**") from such testing within three (3) days of Buyer's receipt of the same. Buyer further agrees to use the Results solely in connection with its review of the Property, and not to disclose, communicate or publish the nature or content of the Results to any person or entity, except to its personnel, representatives, consultants, equity partners or lenders directly involved in its review of the Property, or as otherwise required by law, regulation, legal process or regulatory authority. In the event that Buyer exercises this right of entry, Buyer shall comply with all applicable laws and obtain all permits which may be required with respect to its investigations and testing. Buyer further agrees to indemnify, defend, and hold harmless Seller and the Property from and against any and all claims, damages, liabilities, and losses arising from such activities of Buyer or its employees or agents, and from and against all mechanics', materialmens', and other liens resulting from any such conduct. Buyer shall restore the Property as nearly as possible to its condition existing immediately prior to any such entry by or on behalf of Buyer. Prior to entry upon the Property Buyer shall obtain insurance covering Buyer's indemnity, hold harmless, and defense obligations to Seller pursuant to this paragraph. Prior to entry upon the Property for such Investigations Buyer shall furnish to Seller duplicates of appropriate certificates of commercial general liability insurance in the amount of at least One Million Dollars ($1,000,000) combined single limit for bodily injury and property damage and Two Million Dollars ($2,000,000) general aggregate limit, naming Seller as an additional insured, insuring Buyer's obligations and responsibilities under this Section 3.1.J. Buyer shall maintain each such policy in effect until the Close of Escrow.

J. **No Material Change.** No material change in the status of the use, title, occupancy or physical condition of the Property, unless caused by Buyer or its agents, shall have occurred with respect to the Property prior to Close of Escrow that has not been approved in writing by Buyer, which approval can be withheld in Buyer's sole discretion. Additionally, Seller shall (i) maintain its existing insurance policies in full force and effect (Buyer acknowledges that Seller is a self-insured public agency and may not have specific policies in place applicable to the Property); (ii) provide prompt written notice to Buyer of any casualty or condemnation affecting any portion of the Property after the date of this Agreement, or any matter relating to zoning changes, rent control or increase in tax assessments; (iii) deliver to Buyer, promptly after receipt by Seller, copies of all notices of violation issued by any governmental authority with respect to the Property received by Seller after the date of this Agreement; (iv) advise Buyer promptly of any litigation, arbitration or other judicial or administrative proceeding which concerns or affects the Property; and (v) comply in material respects with the requirements of all contracts, licenses, permits, approvals, guaranties and warranties concerning the Property

K. **Moratorium.** There shall be no moratorium, prohibition or any other regulation or restriction, including, without limitation, any moratorium on the provision of or hook-up to public water or sewer facilities or the issuance of water will serve letters that was not in force as of the last day of the Due Diligence Period and whose effect would be to preclude any inspections or the issuance of any building or other permits, or construction, sale and occupancy of residential dwelling units on the Property.

L. **Seller Performance**. Seller shall have delivered all documents listed on Exhibit B and duly performed each and every undertaking, covenant and agreement required to be performed by Seller under this Agreement prior to or at the Close of Escrow.

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M. Surplus Land Act. Seller has provided notice to the California Department of Housing Community Development ("**HCD**") of the sale of the Property, HCD has not issued a notice of violation of the Surplus Land Act in response to the Seller's notice, and Seller has complied with all requirements of the Surplus Land Act in connection with the sale of the Property. Buyer agrees to comply with the Surplus Land Act, and all terms and conditions that Buyer and Seller mutually agrees upon as part of the Surplus Land Act process prior to enter into this Purchase and Sale Agreement.

3.2 Conditions to Seller's Obligations.

A. Delivery of Purchase Price. The balance of the Purchase Price shall be delivered by or on behalf of Buyer to Escrow Agent as described in Section 0, in sufficient time and in Good Funds such that the Escrow Agent will be able to disburse the cash proceeds accruing to Seller on the Close of Escrow.

B. Representations and Warranties. Each of the representations and warranties by Buyer contained in Section 7.3A and Section 8.1I below shall be determined to have been true and correct in all material respects as of the date made and shall continue to be true and correct in all material respects as of the Closing.

C. Delivery of Closing Documents. Execution, delivery and acknowledgement as appropriate by Buyer of the closing documents set forth in Section 4.1B(ii) and other necessary closing documents as may be reasonably requested by Buyer or Escrow Agent.

D. Surplus Land Act. Seller has provided notice to the California Department of Housing Community Development ("**HCD**") of the sale of the Property, HCD has not issued a notice of violation of the Surplus Land Act in response to the Seller's notice, and Seller has complied with all requirements of the Surplus Land Act in connection with the sale of the Property.

F. Closing of Adjacent Property. The escrow for the Adjacent Property must close concurrently with this transaction. and this Escrow.

3.3 Failure of Conditions. If any of the conditions precedent contained in this Article III are not satisfied within the time periods specified in this Agreement (or waived or the time for satisfaction extended by the party to whose benefit the condition runs), the party to whose benefit the condition runs shall have the right to terminate this Agreement by delivering written notice to the other party and Escrow Agent within the time period specified by this Agreement. If Seller terminates this Agreement due to a failure of any condition set forth in Section 3.2A, B, or C, Seller shall have the right to retain the Deposit, and exercise its rights under Article V and the Adjacent PSA shall also automatically terminate. If Buyer terminates this Agreement due to a failure of the conditions set forth in Section 3.1, then Buyer shall have the right to receive a refund of the Deposit less one-half (½) of Escrow Agent's and Title Insurer's normal escrow and title insurance cancellation fees and exercise its rights under Article V. Nothing contained in this Agreement is intended nor shall permit any party in default to terminate this Agreement or the Escrow provided for in this Agreement as a result of such default.

ARTICLE IV
CLOSING

4.1 Closing. The purchase and sale of the Property shall be consummated at a closing ("**Closing**") in accordance with the following:

A. Closing Date. The closing under this Agreement shall take place through Escrow on the date which is to occur on the first to occur of: (a) ten (10) days after the satisfaction of the conditions

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precedent in Sections 3.1 and 3.2 above, or (b) thirty (30) days after the Opening of Escrow ("**Closing Date**"); provided, however, that Buyer shall have the right to elect an earlier Closing Date by written notice to Seller and Escrow Agent, which earlier Closing Date, if the conditions precedent in Sections 3.1 and 3.2 have been satisfied or waived, shall not be less than five (5) days after the date of such notice. The date that the Grant Deed and Affordability Covenant are recorded in the office of the Los Angeles County Recorder is referred to herein as the "**Closing**" or "**Close of Escrow.**"

B. Closing Documents.

(i) **Seller.** No later than the day prior to the Closing Date, Seller shall duly execute and acknowledge as appropriate and deliver to Escrow Agent the following:

(a) A grant Escrow Agent ("**Escrow Agent**") conveying the Property to Buyer in the form attached to this Agreement as Exhibit C;

(b) A general assignment of Seller's interest in any appurtenances and intangible rights relating to the Property ("**General Assignment**") in the form of Exhibit D attached hereto;

(c) An affordable housing covenant in the form of Exhibit E attached hereto ("**Affordability Covenant**");

(d) A Non-foreign Entity Affidavit ("**Affidavit**"), in the form attached to this Agreement as Exhibit F, pursuant to Section 10.2;

(e) Two (2) copies of an Assignment and Assumption of Leases in the form of Exhibit G attached hereto ("**Lease Assignment**"); and

(f) Such documents and instruments as Escrow Agent or Title Insurer may reasonably require to evidence the due authorization and execution of the documents and instruments to be delivered by Seller under this Agreement and to issue the Escrow Agent.

The obligations of Seller to deliver documents and instruments into Escrow in accordance with this Section 4.1B(i) are separate, independent covenants of Seller and shall not be conditioned upon Buyer's deliveries in accordance with Section 4.1B(ii).

(ii) **Buyer.** No later than the day prior to the Closing Date, Buyer shall duly execute and acknowledge as appropriate and deliver to the Escrow Agent the following:

(a) The amount of the Purchase Funds, along with Buyer's share of any costs and expenses to be paid to or through Escrow Agent;

(b) The Affordability Covenant;

(c) A Change of Ownership Statement ("**PCOR**") as required by Los Angeles County;

(d) Two (2) copies of the Lease Assignment; and

(e) Such documents and instruments as Escrow Agent or Title Insurer may reasonably require to evidence the due authorization and execution of the documents and instruments to be delivered by Buyer under this Agreement and to issue the Escrow Agent.

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The obligations of Buyer to deliver funds, documents and instruments into Escrow under this Section 4.1B(ii) shall be separate, independent covenants of Buyer and shall not be conditioned upon Seller's deliveries in accordance with Section 4.1B(i).

C. **Closing Procedure.** As to each Site at such time as the Escrow Agent has received all of the items specified in Section 4.1B, and at such time as Title Insurer is prepared to issue the Escrow Agent in accordance with Section 3.1B, Buyer and Seller hereby authorize and instruct Escrow Agent to: (i) cause Title Insurer to record the Deed and Affordability Covenant, and issue the Title Policy to Buyer; (ii) pay transfer taxes in connection with this Agreement; (iii) compute pro-rations relating to the Property for the accounts of Seller and Buyer; (iv) pay to Seller an amount equal to the Purchase Price (including the Deposit), less any pro-rations chargeable to Seller and any amounts payable by Seller to Escrow Agent for its services and expenditures in connection with this Agreement and less any broker commissions payable pursuant to Section 4.2D; (v) pay to Buyer the balance of the funds then held by Escrow Agent, less any pro-rations chargeable to Buyer and any amounts payable by Buyer to Escrow Agent for its services and expenditures in connection with this Agreement; (vi) deliver to Buyer and Seller a conformed copy of the Deed and Affordability Covenant showing the recording information; (vii) a fully executed copy of the Lease Assignment to each party; and (viii) deliver to Buyer an executed original of the Affidavit. Escrow Agent shall prepare a closing statement for the approval of the parties not less than two (2) days prior to the Close of Escrow.

4.2 Fees; Expenses; Prorations.

A. **Fees, Expenses, Transfer Taxes.**

(i) **Seller.** Seller shall pay or satisfy, as applicable: (a) all documentary transfer taxes; (b) one-half (½) of the Escrow fees; (c) the cost of the Escrow Agent for Buyer in the amount of the Purchase Price; (d) the NHD Report cost; and (e) any other customary fees and charges and expenditures authorized by Seller. No recording fees shall apply to the recording of the Affordability Covenant.

(ii) **Buyer.** Buyer shall pay: (a) one-half (½) of the Escrow fees; (b) the cost of recording the Escrow Agent and all other documents recorded at the Closing; and (c) any other customary fees and charges and expenditures authorized by Buyer. Buyer shall have the right to procure an ALTA Extended Coverage Owner's Policy of Title Insurance ("**ALTA Extended Policy**") and Buyer shall pay for the increased cost of such ALTA Policy above the cost of the Escrow Agent, the cost of any survey that the Title Insurer requires for issuance of an ALTA Extended Policy and for the cost of any other increase in the amount or scope of title insurance if Buyer elects to increase the amount or scope of title insurance coverage or to obtain endorsements to the Escrow Agent or ALTA Extended Policy.

All other costs, if any, shall be apportioned between Buyer and Seller in the customary manner for real estate transactions in the County of Los Angeles, State of California.

B. **Real Property Taxes, Assessments and Rents.** Seller is exempt from real estate taxes and assessments. Accordingly no proration shall be required at Closing.

C. **Leases.** Rents shall be prorated and security deposits assigned to Buyer pursuant to a rent roll provided by Seller.

D. **Commissions.** Seller and Buyer represent to each other that they have had no dealings with any broker or finder in connection with this Agreement or the transaction contemplated hereby except (i) Christopher Beck of Newmark of Southern California representing Seller ("**Seller's**

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Broker"), and (ii) George Valencia of Century 21 A Better Service Realty representing Buyer ("**Buyer's Broker**"). Seller hereby irrevocably authorizes and instructs Escrow Agent to pay at the Close of Escrow, out of Seller's proceeds, a real estate commission in an amount equivalent to Six Percent (6%) of the Purchase Price, to be split evenly between Seller's Broker and Buyer's Broker (Three Percent (3%) of the Purchase Price to each), pursuant to separate written commission agreement(s) deposited with Escrow Agent. This instruction may be amended or revoked only with the written consent of Seller's Broker and Buyer's Broker. The parties represent to each other that no broker or person other than the brokers listed above is entitled to receive any broker's commission or finder's fee or similar compensation in connection with any aspect of this transaction. It is agreed that if any claims for brokerage commissions or fees are ever made against Seller or Buyer in connection with this transaction other than the commissions set forth above, all such claims shall be handled and paid by the party whose actions or alleged commitments form the basis of such claim. The party against whom the claim for such fees is made shall indemnify and defend and hold the other party harmless from any and all such claims or demands with respect to any brokerage fees or agent's commissions or other compensation asserted by any person, firm, or corporation in connection with this Agreement or the transactions contemplated herein.

ARTICLE V
BREACH

5.1 General. If either party breaches its obligations under this Agreement prior to the Closing, then the other party may, without terminating this Agreement, suspend performance by giving written notice to the other party until such breach is cured by the other party. Except for Seller's and Buyer's respective delivery obligations under Article IV, including, without limitation, Buyer's delivery to the Escrow Agent of any portion of the Deposit or the Purchase Funds, neither party shall be in default under this Agreement unless it fails to cure a breach of such party's obligations under this Agreement within five (5) days after receipt of written notice of such breach from the non-breaching party. Nothing contained in this Agreement is intended nor shall permit any party in default to terminate this Agreement or the Escrow provided for in this Agreement as a result of such default. For the avoidance of doubt, expiration of time periods within which Buyer may terminate this Agreement but fails to provide a timely termination notice, including without limitation Section 3.1A and 3.1H, do not constitute "breaches" and will not be subject to notice and cure hereunder.

5.2 Buyer's Breach. Except as expressly provided otherwise in Section 5.1, if Buyer breaches any of its obligations under this Agreement prior to the Closing and Buyer fails to cure such breach within five (5) days after Buyer's receipt of written notice from Seller, then Seller may terminate this Agreement and retain the Deposit as liquidated damages in accordance with Section 2.2C as Seller's sole remedy. Notwithstanding the foregoing, Seller's right to recover attorneys' fees pursuant to Section 10.3 shall survive any termination of this Agreement pursuant to this Section. Buyer hereby acknowledges and agrees that in no event shall the notice and cure rights set forth in Section 5.1 apply to Buyer's failure to deliver any of the items into Escrow in accordance with Section 2.2 and Article IV, including, without limitation, any portion of the Deposit or the Purchase Funds.

5.3 Seller's Breach.

A. Seller's Pre-Closing Breach. Except as expressly provided otherwise in Sections 3.3 and 5.1, if Seller breaches its obligations under this Agreement and Seller fails to cure such breach within five (5) days after Seller's receipt of written notice from Buyer or such other time before Closing if the cure cannot reasonably be obtained within such twenty-four hour period, Buyer shall have the right to elect one, but not both, of the remedies set forth in this Section 5.3.

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(i) **Termination.** Buyer shall have the right to terminate this Agreement and receive a refund of the Deposit. The Adjacent Property PSA shall concurrently with termination of this Agreement.

(ii) **Specific Performance.** Buyer shall have the right to obtain specific performance by Seller provided Buyer is not in breach of its obligations under this Agreement.

B. Seller's Post-Closing Breach; Buyer's Post-Closing Claims. Except as provided in Section 8.1 or as otherwise provided herein, Buyer waives, releases and agrees not to sue Seller after the Closing, as further provided in Section 10.11, on any claim under or in connection with this Agreement, for damages or otherwise.

ARTICLE VI
DEMOLITION, REHABILITATION AND SITE CLEARANCE

6.1 Buyer's Obligations. After the Closing Date, Buyer shall be responsible for and Seller shall have no liability for or obligation related to any of the following (except as expressly set forth herein): (i) any grading and removal or re-compaction of soil on the Property; (ii) obtaining utilities to serve the Property; (iii) any rehabilitation or reconfiguration of the improvements currently located on the Property; (iv) paying any and all fees with respect to the Property incurred after the Closing Date and the construction of any improvements on the Property; (v) any lot line or boundary adjustment with respect to the Property; (vi) satisfying any and all on-site and off-site (i.e. inside and outside of the perimeter boundary of the Property) conditions of approval, construction and other obligations with respect to Buyer's Anticipated Use of the Property; and (vii) removal of any and all personal property located on the Property at the Close of Escrow. Seller hereby waives any interest in all such personal property located on the Property and releases Buyer from any liability as a result of Buyer's disposition thereof.

ARTICLE VII
CONDITION OF PROPERTY

7.1 Condition of Property.

A. General. Buyer, as specified in Section 3.1C, has or shall have inspected and conducted tests, inspections, investigations and studies of the Property as Buyer, in Buyer's discretion, deems necessary. Buyer understands and acknowledges that the Property may be subject to earthquake, fire, floods, erosion, high water table, dangerous underground soil conditions, unavailability or shortages of water and other utilities and similar occurrences that may alter its condition or affect its suitability for any proposed use, including Buyer's Anticipated Use. Except to the extent expressly represented by Seller in this Agreement, Seller shall have no responsibility or liability with respect to any such condition or occurrence. Buyer represents that it is acting and will act only upon information obtained by it from its own inspection and investigation of the Property and upon the express representations of Seller contained in this Agreement. Except as provided otherwise in this Agreement, the suitability or lack of suitability of the Property for any proposed use, including Buyer's Anticipated Use, or availability or lack of availability of permits or approvals of governmental or regulatory authorities with respect to any such proposed or intended use of the Property, shall not affect the rights or obligations of Buyer under this Agreement.

B. Environmental Condition. In connection with or on account of permitted or unpermitted access to the Property or the construction, operation, maintenance and demolition of the buildings, fixtures, machinery and equipment located on the Property, certain substances classified as hazardous (collectively, "**Hazardous Substances**") may have been released or may be present on the Property. For these purposes, "Hazardous Substances" includes "hazardous substances" as defined in

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CERCLA (defined below); "pollutants", "contaminants" and "Toxic Substances" as defined in the Toxic Substances Control Act; "Hazardous Materials" as defined in the Hazardous Materials Transportation Act; and other substances deemed or determined to be harmful, injurious, noxious, hazardous, nuisance causing or toxic under any Environmental Law (defined below), and including "Petroleum" as defined in RCRA (defined below). The documents listed on Exhibit B set forth in more detail the environmental condition of the Property. Buyer acknowledges receipt of the documents listed on Exhibit B relating to the environmental condition of the Property.

C. **No Warranties**. Except as represented and warranted by Seller in this Agreement, the Property is purchased and sold in "AS IS" condition. During the Due Diligence Period, Buyer has had been provided the opportunity to investigate the Property and upon Closing is deemed to have accepted the condition in AS-IS WHERE-AS condition. The Purchase Price and the terms and conditions set forth in this Agreement are the result of arm's-length bargaining between entities familiar with transactions of this kind and the price, terms and conditions reflect the fact that Buyer shall not have the benefit of, and, except as represented and warranted by Seller in this Agreement, is not relying upon, any statements, representations or warranties whatsoever made by or enforceable against Seller relating to the condition, operations, dimensions, descriptions, soil condition, other environmental condition, suitability, availability of utilities, compliance or lack of compliance with any Environmental Law (defined in Section 7.3) or other state, federal, county or local law, ordinance, order, permit or regulation or any other attribute or matter of or relating to the Property. Buyer represents, warrants and covenants to Seller that, except for Seller's express representations and warranties specified in Section 8.1, Buyer is relying solely upon its own inspection and investigation of the Property. If Seller obtains or has obtained in connection with this Agreement the services, opinions or work product of surveyors, architects, engineers, attorneys, Escrow Agent, Title Insurer, governmental authorities or any other person or entity with respect to the Property, Buyer and Seller agree that Seller shall do so only for the convenience of both parties and the reliance by Buyer upon any such services, opinions or work product shall not create or give rise to any liability of or against Seller.

7.2 **Governmental Approvals**. Buyer may initiate the process to obtain approval of any development or redevelopment plan, with respect to the Property prior to the Close of Escrow and Seller, solely in its capacity as Seller hereunder and not as in its municipal regulation capacity, agrees to reasonably cooperate with Buyer in such process at no cost or expense to Seller.

7.3 **Environmental Matters.**

A. **Buyer's Representations and Release of Seller.** Except for the express representations and warranties of Seller set forth in this Agreement, Buyer shall rely solely upon its own inspection of the Property in determining the Property's physical and environmental condition and shall have the right to review all reports, documents and studies described in Sections 3.1C and 3.1D. Except for damages arising from the express representations and warranties of Seller set forth in this Agreement, Buyer (on behalf of itself and its successors and assigns) waives its right to recover, and hereby releases, Seller, its general and limited partners and the shareholders, officers, employees, agents and affiliates of any of them (collectively, "**Seller's Related Parties**") from any and all damages, losses, liabilities, costs or expenses whatsoever (including reasonable attorneys' fees and costs) and claims therefor, whether direct or indirect, known or unknown or foreseen or unforeseen, which may arise from or be related to (i) the physical condition of the Property and (ii) the Property's compliance or lack of compliance with and remediation or "clean-up" liabilities arising under any law including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), ("CERCLA") the Resources Conservation and Recovery Act of 1976 (42 U.S.C. Sections 6901 et seq.), ("RCRA") the Clean Water Act (33 U.S.C. Sections 466 et seq.), the Safe Drinking Water Act (14 U.S.C. Sections 1401-1450), the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801 et

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seq.), the Toxic Substance Control Act (15 U.S.C. Sections 2601-2629), the California Hazardous Substances Act (Health & Safety Code Sections 25100-25600), the California Porter-Cologne Water Quality Control Act (Water Code Sections 13000 et seq.) and all regulations, rulings and orders promulgated or adopted pursuant thereto (collectively, "**Environmental Laws**"). Effective upon the Closing, Buyer expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED THIS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

AEK

BUYER'S INITIALS

B. Drainage, Erosion Control and Storm Water Pollution Prevention Plans. Buyer shall be responsible for compliance with all state, local and federal governmental and regulatory requirements with respect to drainage, erosion control, the National Pollution Discharge Elimination System ("NPDES") or Storm Water Pollution Prevention Plans ("SWPPP's") on or relating to the Property to the extent such compliance requirements arise after the Close of Escrow.

ARTICLE VIII
REPRESENTATIONS AND WARRANTIES

8.1 Seller's Representations and Warranties. In consideration of Buyer's entering into this Agreement and as an inducement to Buyer to purchase the Property, Seller makes the following covenants, representations and warranties to its actual knowledge without duty to investigate, each of which is material and is being relied upon by Buyer (and the continued truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder):

A. Authority. Seller has the full power and authority to sell the Property, and this Agreement has been duly and validly authorized, executed and delivered by Seller and no other authorization or third party consent is requisite to the valid and binding execution, delivery and performance of this Agreement by Seller.

B. Encumbrances. Seller is the owner of the fee interest in the Property free and clear of all liens, encumbrances and other matters other than those set forth in the Escrow Agent and the Property is not subject to any outstanding contract of sale, right of first refusal or purchase option, in favor of any person or entity, except Buyer. Seller will not sell, lease, sublease, assign, mortgage or otherwise encumber the Property without Buyer's prior written approval, which may be withheld in Buyer's sole discretion.

C. Representations. All representations and warranties of Seller set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

D. No Breach. There are no contracts or agreements relating to the leasing, operation and maintenance of the Property which will be effective as to the Property following the Closing. There are no agreements, rights or agreements under which any third person or party has any right or option to

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purchase the Property. This Agreement and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms, subject only to the applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles effecting or limiting the rights of contracting parties generally. To Seller's knowledge, neither the execution and delivery of this Agreement and the documents referenced herein, nor the incurrence of the obligations set forth herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this Agreement and the documents reference herein, result in the breach of any terms, conditions or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, Escrow Agent of trust, loan, partnership agreement, lease, or other agreements or instruments to which Seller is a party or effecting the Property.

E. Litigation. There are no suits, claims, foreclosure proceedings, property tax protests, zoning or other administrative proceedings that are pending or, to the best of Seller's knowledge, threatened with respect to or in any manner affecting the Property.

F. Condemnation; Eminent Domain. Seller has neither received any written notice from a governmental authority, nor has any knowledge of any action regarding eminent domain proceedings for the condemnation of all or any portion of the Property. To Seller's knowledge, Seller has not received any written notices of violations, including, without limitation, any environmental law violations, that still exist from any municipal or governmental bodies regarding the Property.

G. Due Diligence. Seller has delivered to Buyer complete legible copies of the items listed on Exhibit B attached hereto. The documents delivered by Seller to Buyer are all the material documents concerning the Property in Seller's possession or under its control.

H. Environmental Laws. Except as disclosed on Exhibit B, to Seller's actual knowledge, Seller has not received written notice from any governmental authority that the Property or the use or operation thereof are in violation of any Environmental Laws, and to Seller's actual knowledge, no such written notice has been issued and, to Seller's actual knowledge, no violation of any Environmental Laws has occurred. Except as disclosed on Exhibit B, to Seller's actual knowledge, no part of the Property has ever been used by any person or entity to refine, produce, use, store, handle, transfer, process, transport or dispose of any Hazardous Substances.

I. Possession. The Property is vacant and there are no leases, licenses, options or other agreements (whether oral or written) granting any party the right to occupy, use, possess, or acquire the Property or any portion thereof and there are no parties that use the property for any purpose. There are no contracts to which Seller is a party for the sale of the Property other than this Agreement. There are no other contracts (including service contracts and maintenance agreements), agreements, covenants or restrictions affecting or binding upon the Property including without limitation any land use contracts made under the Williamson Act of the State of California (Gov. Code Sec. 51200 et. seq.) which are not shown in the Title Report.

8.2 Buyer's Representations, Warranties and Covenants. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations, warranties and covenants, each of which is material and is being relied upon by Seller (the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder and ongoing obligations of Buyer which shall survive the Close of Escrow):

A. Authority. Buyer has the full power and authority to buy the Property, and this Agreement has been duly and validly authorized, executed and delivered by Buyer and no other

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authorization or third party consent is requisite to the valid and binding execution, delivery and performance of this Agreement by Buyer. The individuals executing this Agreement and the instruments referenced herein on behalf of Buyer, represent and warrant to Seller that they have the legal power, right and actual authority to bind Buyer to the terms and conditions hereof and thereof.

B. Representations. All representations and warranties of Buyer set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

C. Compliance with Laws. Buyer shall be solely responsible to comply with all applicable laws with respect to future construction of improvements on the Property.

ARTICLE IX
CONDEMNATION, DAMAGE AND DESTRUCTION

9.1 Condemnation. If, between the date of this Agreement and the Closing Date, condemnation or eminent domain proceedings affecting any portions of the Property are initiated or are threatened to be initiated by any entity other than Buyer or other agencies of the City of Bell, California to such extent that it would prevent Buyer's Anticipated Use of the Property, then, Buyer shall have the right to either: (i) affirm this Agreement, which shall remain in full force and effect without any diminution of the Purchase Price and Seller shall assign to Buyer upon the Closing Date all of Seller's rights to any condemnation awards by depositing an assignment of said award with the Escrow Agent; or (ii) subject to and conditioned on Buyer's compliance with the remaining provisions of this Section 9.1, terminate this Agreement and Escrow Agent or Seller, as applicable, shall return the Deposit to Buyer, less one-half (½) of Escrow Agent's and Title Insurer's normal escrow and title insurance cancellation fees; and neither party shall have any further obligations or liabilities to each other, except that Buyer's indemnity obligations under this Agreement shall survive any such termination. Buyer shall not propose, institute, cooperate with or permit any condemnation of all or any part of the Property prior to the Close of Escrow.

9.2 Damage and Destruction. If, between the date of this Agreement and the Closing Date, any portion of the Property is materially damaged or destroyed to such an extent that it would prevent Buyer's Anticipated Use of the Property, then Buyer shall have the option by written notice to Seller to: (i) terminate this Agreement and Buyer shall have no obligation to purchase the Property and Seller shall have no obligation to sell the Property to Buyer and Escrow Agent or Seller, as applicable, shall return to Buyer the Deposit, less one-half (½) of Escrow Agent's and Title Insurer's normal escrow and title insurance cancellation fees; or (ii) affirm this Agreement, which shall remain in full force and effect without delaying the Closing and without diminution of the Purchase Price.

ARTICLE X
MISCELLANEOUS

10.1 Assignment. Without the prior written consent of Seller, Buyer may not assign this Agreement. Notwithstanding the foregoing, Buyer may assign its rights hereunder to any person or entity which controls, is controlled by or is under common control with Buyer, or to any corporation into or with which Buyer may be merged or consolidated, to any partnership or limited liability company in which Buyer or one of its subsidiaries is a partner or member, as the case may be, or to any person or entity which purchases all or substantially all of the assets of Buyer. However, any such assignment must provide for an assumption by the assignee in a form acceptable to Seller. Any assignment by Buyer of its rights hereunder shall not relieve Buyer of its obligations under this Agreement.

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10.2 No Foreign Investors. Seller warrants and represents to Buyer that Seller is not a foreign individual, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations). Seller shall execute and deliver to Buyer at the Closing the Affidavit substantially in the form of Exhibit F, certifying the representations and warranties made pursuant to this Section.

10.3 Attorneys' Fees. If any action, proceeding or arbitration is brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to all other damages, all costs and expenses of such action, proceeding or arbitration, including but not limited to actual attorneys' fees (including the allocated costs of in-house counsel), witness fees' and court costs. The phrase "prevailing party" as used in this Section shall mean the party who receives substantially the relief desired whether by dismissal, summary judgment or otherwise. The terms of this Section shall survive the Close of Escrow and shall not be merged with the Deed.

10.4 Notices. All notices and requests under this Agreement shall be in writing and shall be sent by personal delivery, facsimile or e-mail (with hard copy to follow the next day by overnight mail), by nationally recognized overnight mail carrier such as FedEx or delivered in person to the following street addresses:

SELLER: Bell Community Housing Authority
6330 Pine Avenue
Bell, CA 90201
Attention: Executive Director

With a copy to:
Aleshire & Wynder, LLP
18881 Von Karman Avenue, Suite 1700
Irvine, CA 92612
Attention: Danny. Aleshire, Esq.

BUYER: Ali Elhadi Khalil
9215 La Reina Ave
Downey, CA 90240

Escrow Officer: Fidelity National Title Insurance Company
National Commercial Services
3237 E. Guasti Rd., Ste. 105
Ontario, CA 91761
Attention: Mary Lou Adame

All notices shall be effective upon the earlier of personal delivery or receipt of a facsimile confirmation statement, if sent by facsimile, or receipt of confirmation of delivery, if delivered by e-mail or a nationally recognized overnight mail carrier. Either party may change its address or designate a new street address for notices under this Agreement by notice complying with the terms of this Section.

10.5 Cooperation. Buyer and Seller (acting solely in its capacity as property owner and not in its capacity as municipal regulatory body) acknowledge that it may be necessary to execute documents other than those specifically referred to in this Agreement to complete the purchase and sale of the Property. Each party shall reasonably cooperate with the other in connection with the requirements imposed by this Agreement upon the other, to the end that neither party shall act in any manner to impede the other in performing its obligations under this Agreement. Buyer and Seller hereby agree to cooperate with each

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other by executing such other documents or taking such other action as may be reasonably necessary in accordance with the intent of the parties as evidenced by this Agreement, provided such documents do not create any additional liability or expense for such party not contemplated by this Agreement.

10.6 Survival. Buyer's and Seller's representations, warranties and obligations under this Agreement shall survive the Close of Escrow for a period of twelve (12) months and shall not be merged into or defeated by the execution, delivery or recordation of the Escrow Agent given in connection with this Agreement. By consummating the transaction contemplated by this Agreement, Buyer waives its rights under any written disclosures made to Buyer by Seller or any other entity prior to the Closing. If prior to the Closing, Buyer receives notice of any information which indicates that any of Seller's representations and warranties are untrue, Buyer shall promptly notify Seller in writing of such information. If Buyer fails to promptly notify Seller prior to the Closing, Buyer shall be deemed to have waived its rights with respect to any such representation and warranty. If Buyer waives any representation or warranty, then Seller shall have no liability under this Agreement for such representation or warranty to the extent waived. If this Agreement is terminated because of a failure of conditions in Article III or pursuant to Article IX, then neither Buyer nor Seller shall have any liability if any of Buyer's or Seller's representations or warranties are inaccurate, except as set forth in Article V. Notwithstanding anything to the contrary in this Agreement, Buyer's obligations under Section 10.3 (Attorneys' Fees) and Section 10.10 (Confidentiality) of this Agreement shall survive any early termination of this Agreement or the recordation of the Escrow Agent.

10.7 Interpretation. This Agreement shall be construed and enforced in accordance with the laws of the State of California as applicable to contracts entered into in California among parties doing therein. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement contains the entire agreement between the parties respecting the purchase and sale of the Property and supersedes all prior negotiations, discussions, understandings and agreements, both oral and written, between the parties with respect to such matters. This Agreement may not be modified or amended in any way except by a writing executed by both Buyer and Seller. The section headings of this Agreement are for convenience only and are not to be construed as part of this Agreement and do not in any way amplify or define the terms, conditions, and covenants of this Agreement and shall not be used in construction or interpretation of this Agreement. There are no third-party beneficiaries to this Agreement. Unless the context otherwise indicates, whenever used in this Agreement, the word "party" or "parties" means Buyer or Seller or both, as the context may require. Time is of the essence in the performance of each term of this Agreement.

10.8 Successors and Assigns. Subject to the restrictions set forth in Section 10.1, this Agreement shall be binding upon and inure to the benefits of the successors and assigns of the parties to this Agreement. In no event shall Buyer have any right to delay or postpone the Closing to create a partnership, corporation or other form of association or to obtain financing to acquire title to the Property or to coordinate with any other sale, transfer, exchange or conveyance.

10.9 Severability. If any term or provision of this Agreement is determined to be invalid or unenforceable, the remaining terms and provisions shall not be affected thereby and shall remain in full force and effect to the maximum extent permitted by law.

10.10 Duty of Confidentiality. Buyer and Seller (subject to applicable law) each represents and warrants to the other that they shall keep all information related to or connected with this Agreement and this transaction, confidential and, to the extent not already within the public domain, will not disclose any such information to any person or entity without obtaining the prior written consent of the other party, except that each shall have the right to disclose to any party if required by applicable law (including without limitation the California Public Records Act) or court order or to its attorneys or lenders.

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10.11 Buyer's Post-Closing Claims; Nonrecourse to Partners. Except as otherwise provided herein, prior to the Closing, if Seller breaches this Agreement, Buyer's sole recourse shall be limited to Seller's interest in the Property and the profits and proceeds therefrom. After the Closing Date, the recourse of Buyer for any obligation of Seller under this Agreement shall be an action for specific performance of Seller's obligations unless such action shall not be available to cure the default, in which case Buyer may seek damages from Seller by action at law. Except for any such action for specific performance, and except as otherwise provided herein, after the Closing, Buyer hereby waives, releases and agrees not to sue Seller on any claim for damages or otherwise.

10.12 Dates. Whenever any determination is to be made or action is to be taken on a date specified in this Agreement, if such date shall fall on Saturday, Sunday or legal holiday under the laws of the State of California, then in such event said date shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

10.13 Counterparts; Execution. This Agreement may be executed in counterparts, all of which shall constitute the same Agreement, notwithstanding that all parties to this Agreement are not signatory to the same or original counterpart. This Agreement may be executed electronically in compliance with UETA and ESIGN using a qualified national third party service provider such as AdobeSign or DocuSign.

10.14 Limitation of Liability. No advisor, trustee, director, officer, partner, member, employee, beneficiary, shareholder, participant, attorney, public official or agent of or in Seller or Buyer shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter. The terms of this Section survive the Closing or termination of this Agreement.

10.15 Approvals by Executive Director. Whenever this Agreement calls for Seller approval, consent, extension or waiver, the written approval, consent, or waiver of the Executive Director of Seller or his designee(s) shall constitute the approval, consent, extension or waiver of Seller, without further authorization required from the Board Council of Seller. Seller hereby authorizes the Executive Director and his designee(s) to sign documents, to deliver any such approvals, consents, or extensions or waivers as are required by this Agreement, and to waive requirements under this Agreement, on behalf of the Seller.

10.16 Exhibits. Exhibits A, B, C, D, E, F and G attached hereto are incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

REMINDER TO PARTIES TO INITIAL SECTIONS 2.3 and 7.3.A, AS APPLICABLE

"BUYER":

AuthentiSIGN
Ali Elhadi Khalil
Ali Elhadi Khalil

ACCEPTED BY ESCROW AGENT:

FIDELITY NATIONAL TITLE COMPANY,
a California corporation

By: _____
Mary Lou Adame, Escrow Officer

Escrow Opened Date: _____, 2026

"SELLER":

BELL COMMUNITY HOUSING AUTHORITY,
a public agency

By: _____
Michael L. Antwine, II
Executive Director

ATTEST:

_____
Angela Bustamente, Board Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLC

By: _____
Danny Aleshire, Board Counsel

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EXHIBIT A

Legal Description of Property

That certain real property in the City of Bell, County of Los Angeles, State of California, and described as follows:

Lot 18 of Tract Number 4213 as per map recorded in Book 44 Page 90 of Maps in the office of the County Recorder of said County.

The legal description used for conveyancing shall be as confirmed by the Title Company in the Title Report.

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EXHIBIT B

List of Due Diligence Items

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EXHIBIT C

RECORDING REQUESTED BY

Fidelity National Title,
National Commercial Services

AND WHEN RECORDED MAIL TO AND MAIL TAX STATEMENTS TO:

_____
_____
_____

APN 6325-017-902
THE UNDERSIGNED GRANTOR DECLARES:
Documentary Transfer Tax is: $9,900.00___

(Space Above This Line for Recorder's Office Use Only)
(Exempt from Recording Fee per Gov. Code §6103)

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the BELL COMMUNITY HOUSING AUTHORITY, a public entity ("**Grantor**"), hereby grants to _____ ("**Grantee**"), all that certain real property located in the City of Bell, County of Los Angeles, State of California, more particularly described on Exhibit A, attached hereto and incorporated herein by this reference ("**Property**").

This grant and conveyance is made and accepted subject to:

1. All general and special real property taxes and assessments that are not delinquent, including supplemental taxes assessed as a result of this conveyance.

2. Grantee covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall Grantee or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property. The foregoing covenants shall run with the land.

3. Except as otherwise expressly provided in that certain unrecorded Purchase and Sale Agreement and Joint Escrow Instructions between Grantor and Ali Elhadi Khalil dated _____, 2026, Grantee, on behalf of itself and its successors and assigns, hereby waives its right to recover from, and forever releases and discharges Grantor and its affiliates, and the directors, officers, attorneys, employees and agents of each of them, and their respective successors and assigns, from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the Property including, without limitation, the physical or environmental condition of the Property or any law or regulation applicable thereto.

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IN WITNESS WHEREOF, this Grant Deed has been executed this _____ day of _____, 2026.

GRANTOR:

BELL COMMUNITY HOUSING AUTHORITY, a public agency

By: _____
Michael L. Antwine, II
Executive Director

ATTEST:

_____
Angela Bustamente, Board Clerk

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EXHIBIT A TO GRANT DEED

Legal Description of Property

That certain real property in the City of Bell, County of Los Angeles, State of California, and described as follows:

Lot 18 of Tract Number 4213 as per map recorded in Book 44 Page 90 of Maps in the office of the County Recorder of said County.

The legal description used for conveyancing shall be as confirmed by the Title Company in the Title Report.

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EXHIBIT D

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT (this "**Assignment**") is made and entered into as of this ____ day of _____ 2026 ("**Assignment Date**"), by the BELL COMMUNITY HOUSING AUTHORITY, a public entity ("**Assignor**"), for the benefit of _____ ("**Assignee**").

RECITALS

A. Assignor and Assignee have entered into that certain Purchase and Sale Agreement and Joint Escrow Instructions, dated as of _____, 2026 ("**Purchase Agreement**"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase certain real property situated in the City of Bell, County of Los Angeles, California, as more particularly described on Schedule "1" attached hereto ("**Real Property**"), together with all appurtenances and other rights associated therewith as described in the Purchase Agreement.

B. Assignor is the owner of certain appurtenances and intangible property affecting or in connection with the Real Property and improvements thereon, as more particularly described on Schedule "2" attached hereto ("**Property**").

C. Assignor desires to fulfill one of its obligations under the Purchase Agreement by assigning hereby its Interest in the Property to Assignee, and Assignee desires to accept such assignment upon the following terms and conditions.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and agreements contained herein, the parties hereto agree as follows:

1. Assignor hereby assigns and transfers unto Assignee all of Assignor's right, title, claim and interest in, to and under all of the Property.

2. In the event of any litigation between the parties hereto, or their successors or assigns, arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such litigation, including without limitation, reasonable attorneys' fees and court costs.

3. This Assignment shall be binding on and inure to the benefit of and may be relied on by the successors and assigns of each of Assignor and Assignee.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of California.

[Signatures on Following Page]

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IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above written.

"ASSIGNOR":

BELL COMMUNITY HOUSING AUTHORITY,
a public agency

By: _____
Michael L. Antwine, II
Executive Director

ATTEST:

_____
Angela Bustamente, Board Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLC

By: _____
Danny Aleshire, Board Counsel

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Schedule "1"
to
Assignment

That certain real property located in the City of Bell, County of Los Angeles, State of California, and described as follows:

Lot 18 of Tract Number 4213 as per map recorded in Book 44 Page 90 of Maps in the office of the County Recorder of said County.

The legal description used for conveyancing shall be as confirmed by the Title Company in the Title Report.

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Schedule "2"
to
Assignment

List of Property

a. All rights, privileges and easements appurtenant to the Real Property, including, without limitation, all minerals, oil, gas and other hydrocarbon substances on and under the Real Property, as well as all governmental and other approvals, permits, licenses, development rights and entitlements, air rights, water, water rights, water stock, utility and other permits, claims, actions and causes of action, deposits, fee and tax credits, and any refunds relating to the Real Property, and any other easements, rights-of-way or appurtenances used in connection with or relating to the ownership, beneficial use and enjoyment of the Real Property ("**Appurtenances**"); and

b. All of the rights of Assignor in any personal property located on or affixed to the Real Property and used in connection therewith, and any intangible personal property (including without limitation, all plans, designs, reports, and studies) now or hereafter owned by Assignor and used in connection with the ownership, use and operation of the Real Property and Appurtenances.

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EXHIBIT E

AFFORDABLE HOUSING COVENANT

FREE RECORDING REQUESTED AND
WHEN RECORDED, RETURN TO:

City of Bell
6330 Pine Ave.
Bell, California 90201
Attn: City Manager

APNs. 6325-017-902

(Space above This Line for Recorder's Office Use Only)
(Exempt from Recording Fee per Gov. Code § 6103)

COVENANT AGREEMENT

THIS COVENANT AGREEMENT (this "**Covenant Agreement**") is made and entered into this _____ day of _____, 202__, _____ ("**Owner**") in favor of the BELL COMMUNITY HOUSING AUTHORITY, a public agency ("**Authority**"). Owner and Authority are occasionally referred to herein each as a "**party**" and jointly as the "**parties**". The California Department of Housing and Community Development ("**HCD**") is a third party beneficiary of this Covenant Agreement.

RECITALS:

A. Owner owns that certain improved real property located at 6629 Pine Avenue in City of Bell, County of Los Angeles, State of California (APN 6325-017-902) more particularly described in Exhibit A attached hereto and incorporated herein by this reference ("**Property**").

B. Owner acquired the Property from Authority pursuant to that certain Grant Deed recorded immediately prior to this Covenant ("**Grant Deed**") in the Official Records of Los Angeles County ("**Official Records**").

C. Prior to selling the Property to Owner, the Authority was required and did comply with the provisions of the Surplus Land Act (Government Code Section 54220 et seq) and the applicable regulations ("**SLA**").

D. As material consideration for the sale of the Property to Owner, this Covenant Agreement is mandated under the SLA with respect to any future residential development of the Property.

E. Accordingly, the Authority and Owner now desire to place a covenant regarding any future residential development of the Property.

NOW, THEREFORE, Owner declares, covenants and agrees, by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, that the Property shall be burdened, held, transferred, encumbered, used, sold, conveyed, leased, and occupied, subject to the covenant hereinafter set forth.

1. EFFECTIVE DATE; TERM. This Covenant Agreement shall be effective as of the date it is recorded in the Official Records ("**Effective Date**") and continue for fifty-five (55) years ("**Term**").

2. ASSURANCES REGARDING THE PROPERTY. Owner acknowledges the covenant herein is:

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(a) material consideration for the conveyance, (b) separate and in addition to any other rights and limitations for the development of the Property by the zoning or other municipal limitations pursuant to the Bell Municipal Code ("**Code**"), and (c) is for the benefit of Authority and HCD.

3. COVENANT. Nothing herein shall be construed to require the Property to be developed for residential. However, if, at any time during the Term, ten (10) or more residential units are developed on the Property, not less than fifteen percent (15%) of the total number of residential units developed on the Property shall be sold or rented at affordable housing cost, as defined in Section 50052.5 of the California Health and Safety Code, or affordable rent, as defined in Section 50053 of the California Health and Safety Code, to lower income households, as defined in Section 50079.5 of the California Health and Safety Code. Thereafter, rental units shall remain affordable to and occupied by lower income households for a period of fifty-five (55) years for rental housing and forty-five (45) years for ownership housing. The initial occupants of all ownership units shall be lower income households, and the units shall be subject to an equity sharing agreement consistent with the provisions of paragraph (2) of subdivision (c) of 65915 of the California Government Code. These requirements are covenants running with the land and shall be enforceable against any owner who violates a covenant and each successor-in-interest who continues the violation by any of the entities described in subdivisions (a) to (f), inclusive, of Section 54222.5 of the California Government Code.

4. COVENANT TO RUN WITH THE LAND. Owner hereby subjects and burdens the Property to the covenant set forth in Section 3. Owner understands that the covenant runs with the land and shall pass to and be binding upon Owner's successors in title to the Property for the Term. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to this Covenant Agreement, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed or other instrument.

5. AMENDMENTS, MODIFICATIONS OR TERMINATION. This Covenant Agreement may not be amended, modified or terminated except in writing, executed by City, the then owner of the Property and HCD (or its successor) and recorded in the Official Records.

6. MISCELLANEOUS.

6.1. Notices. All notices, demands, requests, elections, approvals, disapprovals, consents or other communications given under this Covenant Agreement shall be in writing and shall be given by personal delivery, certified mail, return receipt requested, or overnight guaranteed delivery service and addressed as follows:

To Authority: Bell Community Housing Authority
6330 Pine Ave.
Bell, California 90201
Attn: Executive Director

With a Copy to: Aleshire & Wynder, LLP
1 Park Plaza, Suite 1000
Irvine, CA 92614
Attention: Danny Aleshire, City Attorney

To Owner: _____
_____
_____
_____

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Notices shall be effective upon the earlier of receipt or refusal of delivery. Each party shall promptly notify the other party of any change(s) of address to which notice shall be sent pursuant to this section.

6.2. **Governing Law**. This Covenant Agreement shall be construed and enforced in accordance with the laws of the State of California and any legal action shall be brought in a court of competent jurisdiction in Los Angeles County.

6.3. **Attorney's Fees.** In the event of any litigation or other legal proceeding arising from this Covenant Agreement, the prevailing party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses, including attorney's fees, incurred in the proceeding.

6.4. **Construction.** This Covenant Agreement shall be construed according to its fair meaning as if prepared by both parties and in favor of full enforcement. Headings used in this Covenant Agreement are provided for convenience only.

6.5. **No Waiver.** The failure to enforce any term, covenant, or condition of this Covenant Agreement shall not be construed as a waiver of the right to enforce this, or any other, term, covenant, or condition of this Covenant Agreement.

6.6. **Governing Law.** This Covenant Agreement shall be governed by the laws of the State of California.

6.7. **Incorporation of Recitals.** The Recitals set forth above are hereby incorporated into this Covenant Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties have executed this Covenant Agreement as of the dates specified below.

"OWNER":

Authentisign
Ali Elhadi Khalil
Ali Elhadi Khalil

"AUTHORITY":

BELL COMMUNITY HOUSING AUTHORITY,
a public agency

By: _____
Michael L. Antwine, II
Executive Director

ATTEST:

_____
Angela Bustamente, Board Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLC

By: _____
Danny Aleshire, Board Counsel

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EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

That certain real property in City of Bell, County of Los Angeles, State of California legally described as follows:

Lot 18 of Tract Number 4213 as per map recorded in Book 44 Page 90 of Maps in the office of the County Recorder of said County.

The legal description used for conveyancing shall be as confirmed by the Title Company in the Title Report.

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 202__ before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Public

SEAL:

Authentisign ID: 97E4A2BA-C565-F111-8FCA-002248359474

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 202___ before me, _____, a notary public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Public

SEAL:

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EXHIBIT F

AFFIDAVIT

The BELL COMMUNITY HOUSING AUTHORITY ("**Seller**") hereby certifies to _____ ("**Buyer**"), as follows:

1. Seller understands and acknowledges that this Affidavit may be disclosed to the Internal Revenue Service by Buyer in connection with that certain Purchase and Sale Agreement and Joint Escrow Instructions dated _____, 2026 (collectively, with any and all amendments thereto, the "**Purchase Agreement**"), between Buyer and Seller, as evidence of Buyer's compliance with Section 1445 of the Internal Revenue Code;

2. Seller is not a foreign individual, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

3. Seller's U.S. Employer Identification Number is _____;

4. Seller's office address is 6330 Pine Avenue, Bell, CA 90201.

5. Seller further understands and acknowledges that this Affidavit may be disclosed to the Franchise Tax Board of California by Buyer in connection with the Purchase Agreement.

6. Section 18662 of the California Revenue and Taxation Code provides that a buyer may be required to withhold 3 1/3% of the sales price of the California property sold by a non-resident seller, unless the sales price of the property is less than $100,000; and

7. Seller is not subject to any withholding pursuant to Section 18662 of the California Revenue and Taxation Code.

The undersigned understands that any false statements contained in this Affidavit could be punished by fine or imprisonment or both. The undersigned certifies on behalf of Seller under penalty of perjury that the foregoing is true and correct, and that the undersigned is duly authorized to execute this Affidavit on behalf of Seller.

Dated as of this _____ day of _____, 2026, at Bell, California.

"SELLER":

BELL COMMUNITY HOUSING AUTHORITY,
a public agency

By: _____
Michael L. Antwine, II
Executive Director

ATTEST:

_____
Angela Bustamente, Board Clerk

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EXHIBIT G
LEASE ASSIGNMENT

LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT ("**Assignment Agreement**") is dated as of _____, 2026 ("**Assignment Date**"), by and between BELL COMMUNITY HOUSING AUTHORITY, a public agency ("**Assignor**"), and _____ ("**Assignee**").

RECITALS

A. Assignor is the owner of that certain real property located in the City of Bell, County of Los Angeles, State of California, located at 6629 Pine Avenue (APN #6325-017-902) in the City of Bell, California together with all improvements (collectively, "**Property**").

B. On April 24, 2026, Assignor and Assignee entered into an Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions pursuant to which Assignee agreed to purchase the Property from Assignor ("**Purchase Agreement**").

C. The Property is subject to that leases identified on Exhibit 1 attached hereto and incorporated herein by reference ("**Lease**").

D. Assignee wishes to acquire, and Assignor is willing to transfer, Assignor's interest in the Leases concurrent with the Assignee's acquisition of the Property from Assignor. Accordingly, this Assignment Agreement shall only be effective upon the close of escrow conveying the Property from Assignor to Assignee pursuant to the Purchase Agreement which date is set forth above as the Assignment Date.

NOW, THEREFORE, in consideration of the mutual promises of the parties, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. *Recitals.* All of the foregoing recitals are true and correct and are incorporated herein by reference.

2. *Assignment.* Assignor hereby assigns, sells, conveys, and otherwise transfers to Assignee all of Assignor's interests, rights, and obligations under the Leases. This assignment shall be effective as of the Assignment Date. Assignee's execution hereof confirms that Assignor shall no longer be liable for the performance of any obligations, terms, covenants, or conditions under the Leases arising after the Assignment Date and that Assignee hereby agrees to forever release Assignor from the performance of any such obligations, terms, covenants, and conditions under the Leases.

3. *Assumption of Obligations and Rights.* Assignee hereby accepts all of Assignor's interests, rights, and obligations under the Leases arising after the Assignment Date and assumes and agrees to perform all of Assignor's corresponding obligations, terms, covenants, and conditions under the Leases accruing from, and after the Closing Date.

4. *Representations, Warranties and Covenants.* All Assignor's and Assignee's representations, warranties and covenants set forth in the Purchase Agreement shall survive the

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Closing and are incorporated into this Assignment Agreement.

5. ***Due Execution.*** **The person(s) executing this Assignment Agreement on behalf of the parties hereto warrant that: (i) such party is duly organized and existing; (ii) they are duly authorized to execute and deliver this Assignment Agreement on behalf of said party; (iii) by so executing this Assignment Agreement, such party is formally bound to the provisions of this Assignment Agreement; and (iv) the entering into of this Assignment Agreement does not violate any provision of any other agreement to which said party is bound.**

6. ***Effect on Assigned Leases.*** **Except for the assignment of Assignor's interests to Assignee in accordance with the provisions of this Assignment Agreement, the parties further agree that nothing in this Assignment Agreement shall be deemed as modifying or otherwise affecting any of the provisions of the Leases.**

7. ***Indemnification.*** Assignor agrees to indemnify, defend, and hold harmless Assignee and all persons and entities affiliated with Assignee including their respective officers, agents and employees from and against any and all claims, liabilities, and losses (collectively, "**Claims**") arising out of the Leases arising before the Assignment Date, including any Claims arising as a result of any inaccuracies in Assignor's representations and warranties set forth in the Purchase Agreement and in this Assignment Agreement. Assignee shall indemnify, defend, and hold harmless Assignor and all persons and entities affiliated with Assignor including their respective officers, agents and employees from and against any and all Claims arising out of the Leases arising after the Assignment Date, including any Claims arising as a result of any inaccuracies in Assignee's representations and warranties set forth in the Purchase Agreement and in this Assignment Agreement.

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement as of the Assignment Date.

"ASSIGNEE":

Authentisign
Ali Elhadi Khalil
Ali Elhadi Khalil

"ASSIGNOR":

BELL COMMUNITY HOUSING AUTHORITY,
a public agency

By: _____
Michael L. Antwine, II
Executive Director

ATTEST:

_____
Angela Bustamente, Board Clerk

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EXHIBIT 1

SUMMARY OF TENANT LEASES

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PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS
(6633 Pine Avenue)

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "**Agreement**"), dated as of 6/11/2026, 2026, is entered by and between the BELL COMMUNITY HOUSING AUTHORITY, a public agency ("**Seller**"), and ALI ELHADI KHALIL ("**Buyer**").

RECITALS

A. Seller is the owner of that certain real property and improvements, located at 6633 Pine Avenue in the City of Bell, County of Los Angeles, State of California (APN 6325-017-903), as more particularly described in Exhibit A attached hereto ("**Property**").

B. On August 26, 2024, Seller released a Notice of Availability to the development community and public agencies pursuant to the requirements of the Surplus Land Act, Government Code Section 54220, et seq. to find developers interested in the acquisition and development of the Property and received a number of responses in the sixty-day period after the date of the Notice of Availability.

C. Seller received a proposal for the acquisition and development of the Property from Buyer, which, together with other adjacent properties, proposes to develop a residential project as may be approved by the City. The homes will consist of at least three- and four-bedroom units and the size of the units will be mutually agreed upon, but not less than 1,300 square feet. All of the homes will have a two-car enclosed garage along with a private patio and balcony.

D. Seller and Buyer engaged in good faith negotiations for the terms of the Seller's sale of the Property to Buyer.

E. Buyer desires to purchase the Property from Seller and Seller desires to sell the Property to Buyer, on the terms and subject to the conditions contained in this Agreement.

F. Concurrently with this Agreement, the parties are executing that certain Purchase and Sale Agreement and Escrow Instructions ("**Adjacent Property PSA**") for that certain adjacent property at 6629 Pine Street (APN 6325-017-902) ("**Adjacent Property**"). The parties have agreed that the Property must be acquired concurrently with the Adjacent Property or if either PSA is terminated, the other PSA shall also automatically terminate.

In consideration of the mutual covenants, agreements and representations contained in this Agreement and incorporating the above recitals, Seller and Buyer agree as follows:

ARTICLE I
PURCHASE AND SALE AND BUYER'S ANTICIPATED USE

1.1 Purchase and Sale. Buyer agrees to purchase the Property from Seller and Seller agrees to sell the Property to Buyer, on and subject to the conditions, covenants and terms contained in this Agreement. The parties agree that termination of the Adjacent Property PSA shall cause this Agreement to immediately be terminated. Although the Property is residential property, Buyer does not intend to occupy the Property and Seller as a governmental entity is exempt from statutory disclosure and related provisions such as Civil Code 1100 ("**Transfer Disclosure Statement**"), etc.

1.2 Buyer's Anticipated Use. As a material consideration inducing Seller to convey the

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Property to Buyer, Buyer has advised Seller that Buyer is acquiring the Property to develop for-sale housing on the Property ("**Buyer's Anticipated Use**").

1.3 Effective Date. This Agreement shall be effective as of the date executed by Seller ("**Effective Date**").

ARTICLE II
PURCHASE PRICE AND DEPOSITS

2.1 Escrow.

A. Escrow Instructions. Only Sections 1, 2.1, 2.2A, 2.2B, 3.1 3.2, 3.3, 4.1, 4.2 and 10 constitute the escrow instructions to Escrow Agent. If required by Escrow Agent, Buyer and Seller agree to execute Escrow Agent's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail as between the parties. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Agent, but about which Escrow Agent need not be concerned. Buyer and Seller will receive Escrow Agent's general provisions directly from Escrow Agent and will execute such provision upon Escrow Agent's request. To the extent that the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Agent only. The Parties agree to execute additional instructions, documents and forms provide by Escrow Agent that are reasonably necessary to close Escrow.

B. Escrow Agent. Escrow Agent shall be Fidelity National Title Insurance Company (National Commercial Services) at 3237 E. Guasti Rd., Ste. 105, Ontario, CA 91761 to Mary Lou Adame, Escrow Officer (909) 978-3020 Marylou.Adame@fnf.com ("**Escrow Agent**").

C. Opening of Escrow. Within three (2) days of the Effective Date, the parties shall deliver an executed copy of this Agreement to Escrow Agent and Escrow shall be deemed open when accepted by Escrow Agent by execution on the signature page ("**Opening of Escrow**").

D. Good Funds. All funds deposited in Escrow shall be in "**Good Funds**" which means a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California.

E. Natural Hazard Disclosure Report. Upon Opening of Escrow, Escrow Agent shall order a natural hazard disclosure report from Disclosure Source which shall be delivered to Buyer and Seller.

2.2 Purchase Price. The total purchase price ("**Purchase Price**") for the Property shall be Nine Hundred Thousand Dollars ($900,000.00), as adjusted by the terms and conditions set forth herein.

A. Deposit. Concurrently with the Opening of Escrow, Buyer shall deliver to Escrow Agent the amount of Twenty-Seven Thousand Dollars ($27,000.00) (together with any and all interest earned in Escrow on such funds, if any, the "**Deposit**"). The Deposit shall become non-refundable upon Buyer's delivery to Seller of an Approval Notice (as defined below).

B. Balance of Purchase Price. Upon the Close of Escrow, the amount of the Deposit shall be credited toward the Purchase Price. Buyer shall deposit with the Escrow Agent the balance of the Purchase Price ("**Purchase Funds**") in accordance with Section 0, in sufficient time such that the Escrow Agent will be able to disburse the cash proceeds accruing to Seller on the Close of Escrow.

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C. **Environmental Liability.** The parties agree that the Purchase Price is based on an assumption that there are no adverse environmental conditions at the Property. The parties acknowledge that if Buyer determines during the Due Diligence Period, in Buyer's reasonable judgment, that adverse environmental conditions do exist at the Property, the parties may negotiate in good faith, prior to expiration of the Due Diligence Period, the manner in which such conditions will be remedied and/or compensated, including, without limitation, adjustment to the Purchase Price and/or allocation of responsibility for potential liabilities, remediation, removal, and/or the costs occurred thereby. If the parties fail to reach a written agreement by the expiration of the Due Diligence Period, Buyer shall notify Escrow and Seller in writing prior to the expiration of the Due Diligence Period whether Buyer waives the condition for allocation of environmental liabilities or terminates the Escrow and this Agreement.

2.3 Liquidated Damages. IF THE TRANSACTION CONTEMPLATED UNDER THIS AGREEMENT IS NOT CONSUMMATED DUE TO A BREACH OR DEFAULT OF BUYER THAT IS NOT CURED IN ACCORDANCE WITH THIS AGREEMENT, THEN SELLER SHALL HAVE THE RIGHT TO RECEIVE AND RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES AS SELLER'S SOLE AND EXCLUSIVE REMEDY, EXCEPT THIS SECTION SHALL NOT APPLY TO INDEMNIFICATION OBLIGATIONS OF BUYER OR OTHERWISE LIMIT SELLER'S CLAIMS FOR ATTORNEYS' FEES UNDER THIS AGREEMENT. THE RETENTION OF THE DEPOSIT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF THE CALIFORNIA CIVIL CODE, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO THE CALIFORNIA CIVIL CODE. BUYER AND SELLER AGREE THAT (I) THE AMOUNT OF LIQUIDATED DAMAGES IS REASONABLE CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, INCLUDING THAT ASCERTAINING THE AMOUNT OF SELLER'S ACTUAL DAMAGES WOULD BE COSTLY AND INCONVENIENT; AND (II) THE AMOUNT OF THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE ESTIMATE OF THE DAMAGES TO SELLER, INCLUDING THE COST OF NEGOTIATING AND DRAFTING THIS AGREEMENT, COSTS OF COOPERATING IN SATISFYING CONDITIONS TO CLOSING, COSTS OF SEEKING ANOTHER BUYER, OPPORTUNITY COSTS IN KEEPING THE PROPERTY OUT OF THE MARKETPLACE AND OTHER COSTS INCURRED IN CONNECTION WITH THIS AGREEMENT. BUYER HAS REVIEWED THE EFFECT OF THIS PROVISION WITH LEGAL COUNSEL AND HAS AGREED THAT SUCH DAMAGES ARE A REASONABLE AND FAIR ESTIMATE OF THE DAMAGES SELLER WILL SUSTAIN IF AN EVENT OF DEFAULT BY BUYER OCCURS. UPON ANY BREACH OR DEFAULT BY BUYER UNDER THIS AGREEMENT THAT HAS NOT BEEN CURED IN ACCORDANCE WITH THE TERMS HEREOF, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EXCEPT FOR THE RIGHT OF SELLER TO RECEIVE AND RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES IN ACCORDANCE WITH THIS SECTION. BY INITIALING THIS SECTION IMMEDIATELY BELOW, SELLER AND BUYER ACKNOWLEDGE THEIR APPROVAL OF THIS LIQUIDATED DAMAGES PROVISION AND AFFIRM THEIR RESPECTIVE AGREEMENTS CONTAINED IN THIS SECTION.

Authentisign
Ali Elhadi Khalil
Buyer's Initials

_____
Seller's Initials

ARTICLE III
CONDITIONS PRECEDENT

The purchase and sale under this Agreement shall be subject to the satisfaction of the conditions precedent set forth in this Article III (unless waived, in whole or in part, in writing by the party to whom

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the benefit of such condition runs) on or before the Closing Date or such earlier date as is specified in this Agreement, each of which conditions shall be a covenant of the party required to perform such condition.

3.1 Conditions to Buyer's Obligations, Due Diligence Period and Entitlement Period.

A. Delivery of Title Report; Seller's Cure. Seller shall cause Fidelity National Title Insurance Company (National Commercial Services) ("**Title Insurer**") to deliver to Buyer a current preliminary title report for the Property with copies of the exceptions and a plotting of the easements ("**Title Report**") within seven (7) days following the Opening of Escrow. The legal description used in the documents attached shall be that confirmed by the Title Company in the Title Report.

(i) **Buyer's Notice of Objection**. If the Title Report contains exceptions which are not acceptable to Buyer ("**Unpermitted Exceptions**"), Buyer shall, within the Due Diligence Period, deliver to Seller written notice of Buyer's objections (a "**Notice of Objection**"), if any, to such exceptions. If Buyer fails to deliver a Notice of Objection in accordance with the foregoing sentence, Buyer shall be deemed to have waived its right to object to any exceptions which would otherwise be Unpermitted Exceptions, and such exceptions shall thereafter be deemed Permitted Exceptions (as defined below).

(ii) **Seller's Response Notice.** Within five (5) days following the date of receipt of a timely Notice of Objection (the "**Seller Notice Period**") from Buyer, Seller shall give notice (a "**Response Notice**") advising Buyer whether Seller will cause any of the Unpermitted Exceptions to be removed from the Title Report at or prior to Closing. If Seller fails to give the Response Notice during Seller Notice Period, Seller shall be deemed to have determined that it will not cause any Unpermitted Exceptions to be removed from the Title Report or otherwise addressed to the satisfaction of Buyer prior to Closing.

(iii) **Title Termination Notice.** Unless Seller agrees to cause all of the Unpermitted Exceptions to be removed from the Title Report or otherwise addressed to the satisfaction of Buyer, Buyer may terminate this Agreement by giving notice in writing to Seller ("**Title Termination Notice**") within five (5) days following Buyer's receipt of the Response Notice or the date the Response Notice is deemed given. If Buyer gives a Title Termination Notice: (a) the Deposit shall be disbursed to Buyer, (b) Buyer and Seller shall each pay one-half (1/2) of Escrow expenses incurred to date of termination, (c) this Agreement shall become terminated and of no further force or effect, except for those provisions that survive the early termination of this Agreement including indemnification; and (d) the Adjacent Property PSA shall also terminate.

(iv) **Specific Exclusions**. Buyer, at its own cost and expense, may deliver to Seller a survey of the Property prior to the end of the Due Diligence Period (defined below). Notwithstanding anything to the contrary set forth in this Article III, any title matter arising after the date of the Title Report and added to the Title Report after its original issuance may be a Permitted Exception but first shall be subject to the same procedures set forth in this Section 3.1A (provided, however, that Buyer agrees to deliver a Notice of Objection no later than three (3) days following receipt of an update to the Title Report; and Seller shall have three (3) days to deliver a Response Notice). To the extent necessary the Closing shall be extended to accommodate such matters.

B. Delivery of Title and Title Insurance. Seller shall convey title to the Property to Buyer at the Closing (defined in Section 4.1), subject only to the Permitted Exceptions. The term "**Permitted Exceptions**" shall mean: (i) liens for real property taxes shown as exceptions in the Title Report provided that the taxes are not delinquent; (ii) the standard exclusions to coverage under Title Insurer's ALTA (non-extended) Standard Owner's Policy of Title Insurance with Western Regional Exceptions ("**Title Policy**"); (iii) the Affordability Covenant; (iv) any tenant leases; and (v) any other lien, encumbrance, title exception or defect that appears in the Title Report which Buyer has approved, deemed to have approved, or which is caused by Buyer prior to the Closing ("**Escrow Agent**"). Notwithstanding

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the foregoing, in no event shall the following be considered Permitted Exceptions: deeds of trust or mortgages; judgments; mechanics' and materialmen's liens; tax liens; or liens, encumbrances or other title matters created by Seller after the date of this Agreement, other than those created with the prior written consent of Buyer. Buyer agrees that Seller's obligation to convey title to Buyer shall be deemed satisfied upon Title Insurer's irrevocable commitment to issue the Escrow Agent subject only to the Permitted Exceptions.

C. **Inspection.** During the Due Diligence Period, Buyer shall, at its sole cost and expense, conduct or review such surveys, investigations, studies and inspections and make or review such geologic, environmental and soils tests and other studies of the Property as Buyer, in Buyer's discretion, deems necessary to determine the physical and land use characteristics of the Property (including its subsurface) and the Property's suitability for Buyer's Anticipated Use.

D. **Review of Documents.** Buyer has possession of copies of the documents and other items listed on Exhibit B, and shall review the same. Seller represents that the documents listed on Exhibit B represent all documents of which the employees in Seller's Community and Economic Development Department have actual knowledge and which are material to Buyer's acquisition of the Property. Seller shall deliver to Buyer during the Due Diligence Period any other documents relating to the Property to the extent they are requested by Buyer and reasonably available to Seller.

E. **Possession.** After Closing, Seller shall tender possession of the Property to Buyer in the condition required pursuant to this Agreement, vacant, without leases, and free of any contracts or agreements.

F. **Representations and Warranties.** Each of the representations and warranties by Seller contained in Section 8.1 was true and correct in all material respects as of the date made and continues to be true and correct in all material respects as of the Closing.

G. **Delivery of Closing Documents.** Execution, delivery and acknowledgement as appropriate by Seller of the closing documents set forth in Section 4.1B(i) and other necessary closing documents as may be reasonably requested by Buyer or Escrow Agent.

H. **Due Diligence Period.** Buyer shall have Seventeen (17) days after the Opening of Escrow ("**Due Diligence Period**") to (i) review the exceptions, legal descriptions and other matters contained in the Title Report, (ii) conduct or review such surveys, investigations, studies and inspections and make or review such geologic and environmental tests and other studies of the Property, (iii) review the documents listed on Exhibit B, and (iv) review all other applicable due diligence materials respecting the Property (collectively, the "**Due Diligence Items**") and (v) obtain a loan for the acquisition of the Property. If Buyer, in its sole and absolute discretion, determines that the results of any information, inspection, test, examination or any investigation provided under this Agreement or performed or obtained during the Due Diligence Period meets Buyer's criteria (established in Buyer's sole and absolute discretion) for the purchase and operation of the Property in the manner contemplated by Buyer, and Buyer deems the Property to be suitable for Buyer's Anticipated Use, then Buyer shall deliver a written notice to Seller ("**Approval Notice**"), with a copy to Escrow Agent, given no later than 5:00 p.m. (Pacific Standard Time) on or before the last day of the Due Diligence Period. In the event Buyer either fails to timely provide an Approval Notice to Seller and Escrow Agent, or Buyer provides a written notice to Seller and Escrow Agent that the property is unsuitable, in Buyer's sole discretion, to Buyer to Seller and Escrow Agent on or before the expiration of the Due Diligence Period, then this Agreement shall be deemed terminated, in which event: (i) the Deposit shall be disbursed to Buyer; (ii) Buyer shall be entitled to receive a refund of any other funds placed in Escrow; (iii) Buyer and Seller shall each pay one-half (1/2) of Escrow expenses incurred to date of termination; (iv) neither party shall have any right against the other arising out of such

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termination although the obligations which survive termination shall remain in effect; and (v) the Adjacent Property PSA shall concurrently terminate.

I. **Access to Property.** At reasonable times during the Due Diligence Period, upon reasonable prior notice to Seller, and subject to Section 3.1C, Buyer, its agents, contractors and subcontractors, shall have the right to enter upon the Property thereon to make any and all inspections and tests as Buyer deems desirable in its sole discretion. Any entry upon the Property by Buyer following its delivery of an Approval Notice shall not entitle Buyer to object to Due Diligence Items following such delivery. Upon Seller's written request, Buyer shall provide Seller with a copy of the results, reports or findings ("**Results**") from such testing within three (3) days of Buyer's receipt of the same. Buyer further agrees to use the Results solely in connection with its review of the Property, and not to disclose, communicate or publish the nature or content of the Results to any person or entity, except to its personnel, representatives, consultants, equity partners or lenders directly involved in its review of the Property, or as otherwise required by law, regulation, legal process or regulatory authority. In the event that Buyer exercises this right of entry, Buyer shall comply with all applicable laws and obtain all permits which may be required with respect to its investigations and testing. Buyer further agrees to indemnify, defend, and hold harmless Seller and the Property from and against any and all claims, damages, liabilities, and losses arising from such activities of Buyer or its employees or agents, and from and against all mechanics', materialmens', and other liens resulting from any such conduct. Buyer shall restore the Property as nearly as possible to its condition existing immediately prior to any such entry by or on behalf of Buyer. Prior to entry upon the Property Buyer shall obtain insurance covering Buyer's indemnity, hold harmless, and defense obligations to Seller pursuant to this paragraph. Prior to entry upon the Property for such Investigations Buyer shall furnish to Seller duplicates of appropriate certificates of commercial general liability insurance in the amount of at least One Million Dollars ($1,000,000) combined single limit for bodily injury and property damage and Two Million Dollars ($2,000,000) general aggregate limit, naming Seller as an additional insured, insuring Buyer's obligations and responsibilities under this Section 3.1.J. Buyer shall maintain each such policy in effect until the Close of Escrow.

J. **No Material Change.** No material change in the status of the use, title, occupancy or physical condition of the Property, unless caused by Buyer or its agents, shall have occurred with respect to the Property prior to Close of Escrow that has not been approved in writing by Buyer, which approval can be withheld in Buyer's sole discretion. Additionally, Seller shall (i) maintain its existing insurance policies in full force and effect (Buyer acknowledges that Seller is a self-insured public agency and may not have specific policies in place applicable to the Property); (ii) provide prompt written notice to Buyer of any casualty or condemnation affecting any portion of the Property after the date of this Agreement, or any matter relating to zoning changes, rent control or increase in tax assessments; (iii) deliver to Buyer, promptly after receipt by Seller, copies of all notices of violation issued by any governmental authority with respect to the Property received by Seller after the date of this Agreement; (iv) advise Buyer promptly of any litigation, arbitration or other judicial or administrative proceeding which concerns or affects the Property; and (v) comply in material respects with the requirements of all contracts, licenses, permits, approvals, guaranties and warranties concerning the Property

K. **Moratorium.** There shall be no moratorium, prohibition or any other regulation or restriction, including, without limitation, any moratorium on the provision of or hook-up to public water or sewer facilities or the issuance of water will serve letters that was not in force as of the last day of the Due Diligence Period and whose effect would be to preclude any inspections or the issuance of any building or other permits, or construction, sale and occupancy of residential dwelling units on the Property.

L. **Seller Performance**. Seller shall have delivered all documents listed on Exhibit B and duly performed each and every undertaking, covenant and agreement required to be performed by Seller under this Agreement prior to or at the Close of Escrow.

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M. Surplus Land Act. Seller has provided notice to the California Department of Housing Community Development ("**HCD**") of the sale of the Property, HCD has not issued a notice of violation of the Surplus Land Act in response to the Seller's notice, and Seller has complied with all requirements of the Surplus Land Act in connection with the sale of the Property. Buyer agrees to comply with the Surplus Land Act, and all terms and conditions that Buyer and Seller mutually agrees upon as part of the Surplus Land Act process prior to enter into this Purchase and Sale Agreement.

3.2 Conditions to Seller's Obligations.

A. Delivery of Purchase Price. The balance of the Purchase Price shall be delivered by or on behalf of Buyer to Escrow Agent as described in Section 0, in sufficient time and in Good Funds such that the Escrow Agent will be able to disburse the cash proceeds accruing to Seller on the Close of Escrow.

B. Representations and Warranties. Each of the representations and warranties by Buyer contained in Section 7.3A and Section 8.1I below shall be determined to have been true and correct in all material respects as of the date made and shall continue to be true and correct in all material respects as of the Closing.

C. Delivery of Closing Documents. Execution, delivery and acknowledgement as appropriate by Buyer of the closing documents set forth in Section 4.1B(ii) and other necessary closing documents as may be reasonably requested by Buyer or Escrow Agent.

D. Surplus Land Act. Seller has provided notice to the California Department of Housing Community Development ("**HCD**") of the sale of the Property, HCD has not issued a notice of violation of the Surplus Land Act in response to the Seller's notice, and Seller has complied with all requirements of the Surplus Land Act in connection with the sale of the Property.

F. Closing of Adjacent Property. The escrow for the Adjacent Property must close concurrently with this transaction. and this Escrow.

3.3 Failure of Conditions. If any of the conditions precedent contained in this Article III are not satisfied within the time periods specified in this Agreement (or waived or the time for satisfaction extended by the party to whose benefit the condition runs), the party to whose benefit the condition runs shall have the right to terminate this Agreement by delivering written notice to the other party and Escrow Agent within the time period specified by this Agreement. If Seller terminates this Agreement due to a failure of any condition set forth in Section 3.2A, B, or C, Seller shall have the right to retain the Deposit, and exercise its rights under Article V and the Adjacent PSA shall also automatically terminate. If Buyer terminates this Agreement due to a failure of the conditions set forth in Section 3.1, then Buyer shall have the right to receive a refund of the Deposit less one-half (½) of Escrow Agent's and Title Insurer's normal escrow and title insurance cancellation fees and exercise its rights under Article V. Nothing contained in this Agreement is intended nor shall permit any party in default to terminate this Agreement or the Escrow provided for in this Agreement as a result of such default.

ARTICLE IV
CLOSING

4.1 Closing. The purchase and sale of the Property shall be consummated at a closing ("**Closing**") in accordance with the following:

A. Closing Date. The closing under this Agreement shall take place through Escrow on the date which is to occur on the first to occur of: (a) ten (10) days after the satisfaction of the conditions

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precedent in Sections 3.1 and 3.2 above, or (b) thirty (30) days after the Opening of Escrow ("**Closing Date**"); provided, however, that Buyer shall have the right to elect an earlier Closing Date by written notice to Seller and Escrow Agent, which earlier Closing Date, if the conditions precedent in Sections 3.1 and 3.2 have been satisfied or waived, shall not be less than five (5) days after the date of such notice. The date that the Grant Deed and Affordability Covenant are recorded in the office of the Los Angeles County Recorder is referred to herein as the "**Closing**" or "**Close of Escrow.**"

B. Closing Documents.

(i) **Seller.** No later than the day prior to the Closing Date, Seller shall duly execute and acknowledge as appropriate and deliver to Escrow Agent the following:

(a) A grant Escrow Agent ("**Escrow Agent**") conveying the Property to Buyer in the form attached to this Agreement as Exhibit C;

(b) A general assignment of Seller's interest in any appurtenances and intangible rights relating to the Property ("**General Assignment**") in the form of Exhibit D attached hereto;

(c) An affordable housing covenant in the form of Exhibit E attached hereto ("**Affordability Covenant**");

(d) A Non-foreign Entity Affidavit ("**Affidavit**"), in the form attached to this Agreement as Exhibit F, pursuant to Section 10.2;

(e) Two (2) copies of an Assignment and Assumption of Leases in the form of Exhibit G attached hereto ("**Lease Assignment**"); and

(f) Such documents and instruments as Escrow Agent or Title Insurer may reasonably require to evidence the due authorization and execution of the documents and instruments to be delivered by Seller under this Agreement and to issue the Escrow Agent.

The obligations of Seller to deliver documents and instruments into Escrow in accordance with this Section 4.1B(i) are separate, independent covenants of Seller and shall not be conditioned upon Buyer's deliveries in accordance with Section 4.1B(ii).

(ii) **Buyer.** No later than the day prior to the Closing Date, Buyer shall duly execute and acknowledge as appropriate and deliver to the Escrow Agent the following:

(a) The amount of the Purchase Funds, along with Buyer's share of any costs and expenses to be paid to or through Escrow Agent;

(b) The Affordability Covenant;

(c) A Change of Ownership Statement ("**PCOR**") as required by Los Angeles County;

(d) Two (2) copies of the Lease Assignment; and

(e) Such documents and instruments as Escrow Agent or Title Insurer may reasonably require to evidence the due authorization and execution of the documents and instruments to be delivered by Buyer under this Agreement and to issue the Escrow Agent.

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The obligations of Buyer to deliver funds, documents and instruments into Escrow under this Section 4.1B(ii) shall be separate, independent covenants of Buyer and shall not be conditioned upon Seller's deliveries in accordance with Section 4.1B(i).

C. **Closing Procedure.** As to each Site at such time as the Escrow Agent has received all of the items specified in Section 4.1B, and at such time as Title Insurer is prepared to issue the Escrow Agent in accordance with Section 3.1B, Buyer and Seller hereby authorize and instruct Escrow Agent to: (i) cause Title Insurer to record the Deed and Affordability Covenant, and issue the Title Policy to Buyer; (ii) pay transfer taxes in connection with this Agreement; (iii) compute pro-rations relating to the Property for the accounts of Seller and Buyer; (iv) pay to Seller an amount equal to the Purchase Price (including the Deposit), less any pro-rations chargeable to Seller and any amounts payable by Seller to Escrow Agent for its services and expenditures in connection with this Agreement and less any broker commissions payable pursuant to Section 4.2D; (v) pay to Buyer the balance of the funds then held by Escrow Agent, less any pro-rations chargeable to Buyer and any amounts payable by Buyer to Escrow Agent for its services and expenditures in connection with this Agreement; (vi) deliver to Buyer and Seller a conformed copy of the Deed and Affordability Covenant showing the recording information; (vii) a fully executed copy of the Lease Assignment to each party; and (viii) deliver to Buyer an executed original of the Affidavit. Escrow Agent shall prepare a closing statement for the approval of the parties not less than two (2) days prior to the Close of Escrow.

4.2 Fees; Expenses; Prorations.

A. **Fees, Expenses, Transfer Taxes.**

(i) **Seller.** Seller shall pay or satisfy, as applicable: (a) all documentary transfer taxes; (b) one-half (½) of the Escrow fees; (c) the cost of the Escrow Agent for Buyer in the amount of the Purchase Price; (d) the NHD Report cost; and (e) any other customary fees and charges and expenditures authorized by Seller. No recording fees shall apply to the recording of the Affordability Covenant.

(ii) **Buyer.** Buyer shall pay: (a) one-half (½) of the Escrow fees; (b) the cost of recording the Escrow Agent and all other documents recorded at the Closing; and (c) any other customary fees and charges and expenditures authorized by Buyer. Buyer shall have the right to procure an ALTA Extended Coverage Owner's Policy of Title Insurance ("**ALTA Extended Policy**") and Buyer shall pay for the increased cost of such ALTA Policy above the cost of the Escrow Agent, the cost of any survey that the Title Insurer requires for issuance of an ALTA Extended Policy and for the cost of any other increase in the amount or scope of title insurance if Buyer elects to increase the amount or scope of title insurance coverage or to obtain endorsements to the Escrow Agent or ALTA Extended Policy.

All other costs, if any, shall be apportioned between Buyer and Seller in the customary manner for real estate transactions in the County of Los Angeles, State of California.

B. **Real Property Taxes, Assessments and Rents.** Seller is exempt from real estate taxes and assessments. Accordingly no proration shall be required at Closing.

C. **Leases.** Rents shall be prorated and security deposits assigned to Buyer pursuant to a rent roll provided by Seller.

D. **Commissions.** Seller and Buyer represent to each other that they have had no dealings with any broker or finder in connection with this Agreement or the transaction contemplated hereby except (i) Christopher Beck of Newmark of Southern California representing Seller ("**Seller's**

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Broker"), and (ii) George Valencia of Century 21 A Better Service Realty representing Buyer ("**Buyer's Broker**"). Seller hereby irrevocably authorizes and instructs Escrow Agent to pay at the Close of Escrow, out of Seller's proceeds, a real estate commission in an amount equivalent to Six Percent (6%) of the Purchase Price, to be split evenly between Seller's Broker and Buyer's Broker (Three Percent (3%) of the Purchase Price to each), pursuant to separate written commission agreement(s) deposited with Escrow Agent. This instruction may be amended or revoked only with the written consent of Seller's Broker and Buyer's Broker. The parties represent to each other that no broker or person other than the brokers listed above is entitled to receive any broker's commission or finder's fee or similar compensation in connection with any aspect of this transaction. It is agreed that if any claims for brokerage commissions or fees are ever made against Seller or Buyer in connection with this transaction other than the commissions set forth above, all such claims shall be handled and paid by the party whose actions or alleged commitments form the basis of such claim. The party against whom the claim for such fees is made shall indemnify and defend and hold the other party harmless from any and all such claims or demands with respect to any brokerage fees or agent's commissions or other compensation asserted by any person, firm, or corporation in connection with this Agreement or the transactions contemplated herein.

ARTICLE V
BREACH

5.1 General. If either party breaches its obligations under this Agreement prior to the Closing, then the other party may, without terminating this Agreement, suspend performance by giving written notice to the other party until such breach is cured by the other party. Except for Seller's and Buyer's respective delivery obligations under Article IV, including, without limitation, Buyer's delivery to the Escrow Agent of any portion of the Deposit or the Purchase Funds, neither party shall be in default under this Agreement unless it fails to cure a breach of such party's obligations under this Agreement within five (5) days after receipt of written notice of such breach from the non-breaching party. Nothing contained in this Agreement is intended nor shall permit any party in default to terminate this Agreement or the Escrow provided for in this Agreement as a result of such default. For the avoidance of doubt, expiration of time periods within which Buyer may terminate this Agreement but fails to provide a timely termination notice, including without limitation Section 3.1A and 3.1H, do not constitute "breaches" and will not be subject to notice and cure hereunder.

5.2 Buyer's Breach. Except as expressly provided otherwise in Section 5.1, if Buyer breaches any of its obligations under this Agreement prior to the Closing and Buyer fails to cure such breach within five (5) days after Buyer's receipt of written notice from Seller, then Seller may terminate this Agreement and retain the Deposit as liquidated damages in accordance with Section 2.2C as Seller's sole remedy. Notwithstanding the foregoing, Seller's right to recover attorneys' fees pursuant to Section 10.3 shall survive any termination of this Agreement pursuant to this Section. Buyer hereby acknowledges and agrees that in no event shall the notice and cure rights set forth in Section 5.1 apply to Buyer's failure to deliver any of the items into Escrow in accordance with Section 2.2 and Article IV, including, without limitation, any portion of the Deposit or the Purchase Funds.

5.3 Seller's Breach.

A. Seller's Pre-Closing Breach. Except as expressly provided otherwise in Sections 3.3 and 5.1, if Seller breaches its obligations under this Agreement and Seller fails to cure such breach within five (5) days after Seller's receipt of written notice from Buyer or such other time before Closing if the cure cannot reasonably be obtained within such twenty-four hour period, Buyer shall have the right to elect one, but not both, of the remedies set forth in this Section 5.3.

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(i) **Termination.** Buyer shall have the right to terminate this Agreement and receive a refund of the Deposit. The Adjacent Property PSA shall concurrently with termination of this Agreement.

(ii) **Specific Performance.** Buyer shall have the right to obtain specific performance by Seller provided Buyer is not in breach of its obligations under this Agreement.

B. Seller's Post-Closing Breach; Buyer's Post-Closing Claims. Except as provided in Section 8.1 or as otherwise provided herein, Buyer waives, releases and agrees not to sue Seller after the Closing, as further provided in Section 10.11, on any claim under or in connection with this Agreement, for damages or otherwise.

ARTICLE VI
DEMOLITION, REHABILITATION AND SITE CLEARANCE

6.1 Buyer's Obligations. After the Closing Date, Buyer shall be responsible for and Seller shall have no liability for or obligation related to any of the following (except as expressly set forth herein): (i) any grading and removal or re-compaction of soil on the Property; (ii) obtaining utilities to serve the Property; (iii) any rehabilitation or reconfiguration of the improvements currently located on the Property; (iv) paying any and all fees with respect to the Property incurred after the Closing Date and the construction of any improvements on the Property; (v) any lot line or boundary adjustment with respect to the Property; (vi) satisfying any and all on-site and off-site (i.e. inside and outside of the perimeter boundary of the Property) conditions of approval, construction and other obligations with respect to Buyer's Anticipated Use of the Property; and (vii) removal of any and all personal property located on the Property at the Close of Escrow. Seller hereby waives any interest in all such personal property located on the Property and releases Buyer from any liability as a result of Buyer's disposition thereof.

ARTICLE VII
CONDITION OF PROPERTY

7.1 Condition of Property.

A. General. Buyer, as specified in Section 3.1C, has or shall have inspected and conducted tests, inspections, investigations and studies of the Property as Buyer, in Buyer's discretion, deems necessary. Buyer understands and acknowledges that the Property may be subject to earthquake, fire, floods, erosion, high water table, dangerous underground soil conditions, unavailability or shortages of water and other utilities and similar occurrences that may alter its condition or affect its suitability for any proposed use, including Buyer's Anticipated Use. Except to the extent expressly represented by Seller in this Agreement, Seller shall have no responsibility or liability with respect to any such condition or occurrence. Buyer represents that it is acting and will act only upon information obtained by it from its own inspection and investigation of the Property and upon the express representations of Seller contained in this Agreement. Except as provided otherwise in this Agreement, the suitability or lack of suitability of the Property for any proposed use, including Buyer's Anticipated Use, or availability or lack of availability of permits or approvals of governmental or regulatory authorities with respect to any such proposed or intended use of the Property, shall not affect the rights or obligations of Buyer under this Agreement.

B. Environmental Condition. In connection with or on account of permitted or unpermitted access to the Property or the construction, operation, maintenance and demolition of the buildings, fixtures, machinery and equipment located on the Property, certain substances classified as hazardous (collectively, "**Hazardous Substances**") may have been released or may be present on the Property. For these purposes, "Hazardous Substances" includes "hazardous substances" as defined in

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CERCLA (defined below); "pollutants", "contaminants" and "Toxic Substances" as defined in the Toxic Substances Control Act; "Hazardous Materials" as defined in the Hazardous Materials Transportation Act; and other substances deemed or determined to be harmful, injurious, noxious, hazardous, nuisance causing or toxic under any Environmental Law (defined below), and including "Petroleum" as defined in RCRA (defined below). The documents listed on Exhibit B set forth in more detail the environmental condition of the Property. Buyer acknowledges receipt of the documents listed on Exhibit B relating to the environmental condition of the Property.

C. **No Warranties**. Except as represented and warranted by Seller in this Agreement, the Property is purchased and sold in "AS IS" condition. During the Due Diligence Period, Buyer has had been provided the opportunity to investigate the Property and upon Closing is deemed to have accepted the condition in AS-IS WHERE-AS condition. The Purchase Price and the terms and conditions set forth in this Agreement are the result of arm's-length bargaining between entities familiar with transactions of this kind and the price, terms and conditions reflect the fact that Buyer shall not have the benefit of, and, except as represented and warranted by Seller in this Agreement, is not relying upon, any statements, representations or warranties whatsoever made by or enforceable against Seller relating to the condition, operations, dimensions, descriptions, soil condition, other environmental condition, suitability, availability of utilities, compliance or lack of compliance with any Environmental Law (defined in Section 7.3) or other state, federal, county or local law, ordinance, order, permit or regulation or any other attribute or matter of or relating to the Property. Buyer represents, warrants and covenants to Seller that, except for Seller's express representations and warranties specified in Section 8.1, Buyer is relying solely upon its own inspection and investigation of the Property. If Seller obtains or has obtained in connection with this Agreement the services, opinions or work product of surveyors, architects, engineers, attorneys, Escrow Agent, Title Insurer, governmental authorities or any other person or entity with respect to the Property, Buyer and Seller agree that Seller shall do so only for the convenience of both parties and the reliance by Buyer upon any such services, opinions or work product shall not create or give rise to any liability of or against Seller.

7.2 **Governmental Approvals**. Buyer may initiate the process to obtain approval of any development or redevelopment plan, with respect to the Property prior to the Close of Escrow and Seller, solely in its capacity as Seller hereunder and not as in its municipal regulation capacity, agrees to reasonably cooperate with Buyer in such process at no cost or expense to Seller.

7.3 **Environmental Matters.**

A. **Buyer's Representations and Release of Seller.** Except for the express representations and warranties of Seller set forth in this Agreement, Buyer shall rely solely upon its own inspection of the Property in determining the Property's physical and environmental condition and shall have the right to review all reports, documents and studies described in Sections 3.1C and 3.1D. Except for damages arising from the express representations and warranties of Seller set forth in this Agreement, Buyer (on behalf of itself and its successors and assigns) waives its right to recover, and hereby releases, Seller, its general and limited partners and the shareholders, officers, employees, agents and affiliates of any of them (collectively, "**Seller's Related Parties**") from any and all damages, losses, liabilities, costs or expenses whatsoever (including reasonable attorneys' fees and costs) and claims therefor, whether direct or indirect, known or unknown or foreseen or unforeseen, which may arise from or be related to (i) the physical condition of the Property and (ii) the Property's compliance or lack of compliance with and remediation or "clean-up" liabilities arising under any law including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), ("CERCLA") the Resources Conservation and Recovery Act of 1976 (42 U.S.C. Sections 6901 et seq.), ("RCRA") the Clean Water Act (33 U.S.C. Sections 466 et seq.), the Safe Drinking Water Act (14 U.S.C. Sections 1401-1450), the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801 et

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seq.), the Toxic Substance Control Act (15 U.S.C. Sections 2601-2629), the California Hazardous Substances Act (Health & Safety Code Sections 25100-25600), the California Porter-Cologne Water Quality Control Act (Water Code Sections 13000 et seq.) and all regulations, rulings and orders promulgated or adopted pursuant thereto (collectively, "**Environmental Laws**"). Effective upon the Closing, Buyer expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED THIS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

AEK

BUYER'S INITIALS

B. Drainage, Erosion Control and Storm Water Pollution Prevention Plans. Buyer shall be responsible for compliance with all state, local and federal governmental and regulatory requirements with respect to drainage, erosion control, the National Pollution Discharge Elimination System ("NPDES") or Storm Water Pollution Prevention Plans ("SWPPP's") on or relating to the Property to the extent such compliance requirements arise after the Close of Escrow.

ARTICLE VIII
REPRESENTATIONS AND WARRANTIES

8.1 Seller's Representations and Warranties. In consideration of Buyer's entering into this Agreement and as an inducement to Buyer to purchase the Property, Seller makes the following covenants, representations and warranties to its actual knowledge without duty to investigate, each of which is material and is being relied upon by Buyer (and the continued truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder):

A. Authority. Seller has the full power and authority to sell the Property, and this Agreement has been duly and validly authorized, executed and delivered by Seller and no other authorization or third party consent is requisite to the valid and binding execution, delivery and performance of this Agreement by Seller.

B. Encumbrances. Seller is the owner of the fee interest in the Property free and clear of all liens, encumbrances and other matters other than those set forth in the Escrow Agent and the Property is not subject to any outstanding contract of sale, right of first refusal or purchase option, in favor of any person or entity, except Buyer. Seller will not sell, lease, sublease, assign, mortgage or otherwise encumber the Property without Buyer's prior written approval, which may be withheld in Buyer's sole discretion.

C. Representations. All representations and warranties of Seller set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

D. No Breach. There are no contracts or agreements relating to the leasing, operation and maintenance of the Property which will be effective as to the Property following the Closing. There are no agreements, rights or agreements under which any third person or party has any right or option to

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purchase the Property. This Agreement and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms, subject only to the applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles effecting or limiting the rights of contracting parties generally. To Seller's knowledge, neither the execution and delivery of this Agreement and the documents referenced herein, nor the incurrence of the obligations set forth herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this Agreement and the documents reference herein, result in the breach of any terms, conditions or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, Escrow Agent of trust, loan, partnership agreement, lease, or other agreements or instruments to which Seller is a party or effecting the Property.

E. Litigation. There are no suits, claims, foreclosure proceedings, property tax protests, zoning or other administrative proceedings that are pending or, to the best of Seller's knowledge, threatened with respect to or in any manner affecting the Property.

F. Condemnation; Eminent Domain. Seller has neither received any written notice from a governmental authority, nor has any knowledge of any action regarding eminent domain proceedings for the condemnation of all or any portion of the Property. To Seller's knowledge, Seller has not received any written notices of violations, including, without limitation, any environmental law violations, that still exist from any municipal or governmental bodies regarding the Property.

G. Due Diligence. Seller has delivered to Buyer complete legible copies of the items listed on Exhibit B attached hereto. The documents delivered by Seller to Buyer are all the material documents concerning the Property in Seller's possession or under its control.

H. Environmental Laws. Except as disclosed on Exhibit B, to Seller's actual knowledge, Seller has not received written notice from any governmental authority that the Property or the use or operation thereof are in violation of any Environmental Laws, and to Seller's actual knowledge, no such written notice has been issued and, to Seller's actual knowledge, no violation of any Environmental Laws has occurred. Except as disclosed on Exhibit B, to Seller's actual knowledge, no part of the Property has ever been used by any person or entity to refine, produce, use, store, handle, transfer, process, transport or dispose of any Hazardous Substances.

I. Possession. The Property is vacant and there are no leases, licenses, options or other agreements (whether oral or written) granting any party the right to occupy, use, possess, or acquire the Property or any portion thereof and there are no parties that use the property for any purpose. There are no contracts to which Seller is a party for the sale of the Property other than this Agreement. There are no other contracts (including service contracts and maintenance agreements), agreements, covenants or restrictions affecting or binding upon the Property including without limitation any land use contracts made under the Williamson Act of the State of California (Gov. Code Sec. 51200 et. seq.) which are not shown in the Title Report.

8.2 Buyer's Representations, Warranties and Covenants. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations, warranties and covenants, each of which is material and is being relied upon by Seller (the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder and ongoing obligations of Buyer which shall survive the Close of Escrow):

A. Authority. Buyer has the full power and authority to buy the Property, and this Agreement has been duly and validly authorized, executed and delivered by Buyer and no other

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authorization or third party consent is requisite to the valid and binding execution, delivery and performance of this Agreement by Buyer. The individuals executing this Agreement and the instruments referenced herein on behalf of Buyer, represent and warrant to Seller that they have the legal power, right and actual authority to bind Buyer to the terms and conditions hereof and thereof.

B. Representations. All representations and warranties of Buyer set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

C. Compliance with Laws. Buyer shall be solely responsible to comply with all applicable laws with respect to future construction of improvements on the Property.

ARTICLE IX
CONDEMNATION, DAMAGE AND DESTRUCTION

9.1 Condemnation. If, between the date of this Agreement and the Closing Date, condemnation or eminent domain proceedings affecting any portions of the Property are initiated or are threatened to be initiated by any entity other than Buyer or other agencies of the City of Bell, California to such extent that it would prevent Buyer's Anticipated Use of the Property, then, Buyer shall have the right to either: (i) affirm this Agreement, which shall remain in full force and effect without any diminution of the Purchase Price and Seller shall assign to Buyer upon the Closing Date all of Seller's rights to any condemnation awards by depositing an assignment of said award with the Escrow Agent; or (ii) subject to and conditioned on Buyer's compliance with the remaining provisions of this Section 9.1, terminate this Agreement and Escrow Agent or Seller, as applicable, shall return the Deposit to Buyer, less one-half (½) of Escrow Agent's and Title Insurer's normal escrow and title insurance cancellation fees; and neither party shall have any further obligations or liabilities to each other, except that Buyer's indemnity obligations under this Agreement shall survive any such termination. Buyer shall not propose, institute, cooperate with or permit any condemnation of all or any part of the Property prior to the Close of Escrow.

9.2 Damage and Destruction. If, between the date of this Agreement and the Closing Date, any portion of the Property is materially damaged or destroyed to such an extent that it would prevent Buyer's Anticipated Use of the Property, then Buyer shall have the option by written notice to Seller to: (i) terminate this Agreement and Buyer shall have no obligation to purchase the Property and Seller shall have no obligation to sell the Property to Buyer and Escrow Agent or Seller, as applicable, shall return to Buyer the Deposit, less one-half (½) of Escrow Agent's and Title Insurer's normal escrow and title insurance cancellation fees; or (ii) affirm this Agreement, which shall remain in full force and effect without delaying the Closing and without diminution of the Purchase Price.

ARTICLE X
MISCELLANEOUS

10.1 Assignment. Without the prior written consent of Seller, Buyer may not assign this Agreement. Notwithstanding the foregoing, Buyer may assign its rights hereunder to any person or entity which controls, is controlled by or is under common control with Buyer, or to any corporation into or with which Buyer may be merged or consolidated, to any partnership or limited liability company in which Buyer or one of its subsidiaries is a partner or member, as the case may be, or to any person or entity which purchases all or substantially all of the assets of Buyer. However, any such assignment must provide for an assumption by the assignee in a form acceptable to Seller. Any assignment by Buyer of its rights hereunder shall not relieve Buyer of its obligations under this Agreement.

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10.2 No Foreign Investors. Seller warrants and represents to Buyer that Seller is not a foreign individual, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations). Seller shall execute and deliver to Buyer at the Closing the Affidavit substantially in the form of Exhibit F, certifying the representations and warranties made pursuant to this Section.

10.3 Attorneys' Fees. If any action, proceeding or arbitration is brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to all other damages, all costs and expenses of such action, proceeding or arbitration, including but not limited to actual attorneys' fees (including the allocated costs of in-house counsel), witness fees' and court costs. The phrase "prevailing party" as used in this Section shall mean the party who receives substantially the relief desired whether by dismissal, summary judgment or otherwise. The terms of this Section shall survive the Close of Escrow and shall not be merged with the Deed.

10.4 Notices. All notices and requests under this Agreement shall be in writing and shall be sent by personal delivery, facsimile or e-mail (with hard copy to follow the next day by overnight mail), by nationally recognized overnight mail carrier such as FedEx or delivered in person to the following street addresses:

SELLER: Bell Community Housing Authority
6330 Pine Avenue
Bell, CA 90201
Attention: Executive Director

With a copy to:
Aleshire & Wynder, LLP
18881 Von Karman Avenue, Suite 1700
Irvine, CA 92612
Attention: Danny. Aleshire, Esq.

BUYER: Ali Elhadi Khalil
9215 La Reina Ave
Downey, CA 90240

Escrow Officer: Fidelity National Title Insurance Company
National Commercial Services
3237 E. Guasti Rd., Ste. 105
Ontario, CA 91761
Attention: Mary Lou Adame

All notices shall be effective upon the earlier of personal delivery or receipt of a facsimile confirmation statement, if sent by facsimile, or receipt of confirmation of delivery, if delivered by e-mail or a nationally recognized overnight mail carrier. Either party may change its address or designate a new street address for notices under this Agreement by notice complying with the terms of this Section.

10.5 Cooperation. Buyer and Seller (acting solely in its capacity as property owner and not in its capacity as municipal regulatory body) acknowledge that it may be necessary to execute documents other than those specifically referred to in this Agreement to complete the purchase and sale of the Property. Each party shall reasonably cooperate with the other in connection with the requirements imposed by this Agreement upon the other, to the end that neither party shall act in any manner to impede the other in performing its obligations under this Agreement. Buyer and Seller hereby agree to cooperate with each

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other by executing such other documents or taking such other action as may be reasonably necessary in accordance with the intent of the parties as evidenced by this Agreement, provided such documents do not create any additional liability or expense for such party not contemplated by this Agreement.

10.6 Survival. Buyer's and Seller's representations, warranties and obligations under this Agreement shall survive the Close of Escrow for a period of twelve (12) months and shall not be merged into or defeated by the execution, delivery or recordation of the Escrow Agent given in connection with this Agreement. By consummating the transaction contemplated by this Agreement, Buyer waives its rights under any written disclosures made to Buyer by Seller or any other entity prior to the Closing. If prior to the Closing, Buyer receives notice of any information which indicates that any of Seller's representations and warranties are untrue, Buyer shall promptly notify Seller in writing of such information. If Buyer fails to promptly notify Seller prior to the Closing, Buyer shall be deemed to have waived its rights with respect to any such representation and warranty. If Buyer waives any representation or warranty, then Seller shall have no liability under this Agreement for such representation or warranty to the extent waived. If this Agreement is terminated because of a failure of conditions in Article III or pursuant to Article IX, then neither Buyer nor Seller shall have any liability if any of Buyer's or Seller's representations or warranties are inaccurate, except as set forth in Article V. Notwithstanding anything to the contrary in this Agreement, Buyer's obligations under Section 10.3 (Attorneys' Fees) and Section 10.10 (Confidentiality) of this Agreement shall survive any early termination of this Agreement or the recordation of the Escrow Agent.

10.7 Interpretation. This Agreement shall be construed and enforced in accordance with the laws of the State of California as applicable to contracts entered into in California among parties doing therein. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement contains the entire agreement between the parties respecting the purchase and sale of the Property and supersedes all prior negotiations, discussions, understandings and agreements, both oral and written, between the parties with respect to such matters. This Agreement may not be modified or amended in any way except by a writing executed by both Buyer and Seller. The section headings of this Agreement are for convenience only and are not to be construed as part of this Agreement and do not in any way amplify or define the terms, conditions, and covenants of this Agreement and shall not be used in construction or interpretation of this Agreement. There are no third-party beneficiaries to this Agreement. Unless the context otherwise indicates, whenever used in this Agreement, the word "party" or "parties" means Buyer or Seller or both, as the context may require. Time is of the essence in the performance of each term of this Agreement.

10.8 Successors and Assigns. Subject to the restrictions set forth in Section 10.1, this Agreement shall be binding upon and inure to the benefits of the successors and assigns of the parties to this Agreement. In no event shall Buyer have any right to delay or postpone the Closing to create a partnership, corporation or other form of association or to obtain financing to acquire title to the Property or to coordinate with any other sale, transfer, exchange or conveyance.

10.9 Severability. If any term or provision of this Agreement is determined to be invalid or unenforceable, the remaining terms and provisions shall not be affected thereby and shall remain in full force and effect to the maximum extent permitted by law.

10.10 Duty of Confidentiality. Buyer and Seller (subject to applicable law) each represents and warrants to the other that they shall keep all information related to or connected with this Agreement and this transaction, confidential and, to the extent not already within the public domain, will not disclose any such information to any person or entity without obtaining the prior written consent of the other party, except that each shall have the right to disclose to any party if required by applicable law (including without limitation the California Public Records Act) or court order or to its attorneys or lenders.

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10.11 Buyer's Post-Closing Claims; Nonrecourse to Partners. Except as otherwise provided herein, prior to the Closing, if Seller breaches this Agreement, Buyer's sole recourse shall be limited to Seller's interest in the Property and the profits and proceeds therefrom. After the Closing Date, the recourse of Buyer for any obligation of Seller under this Agreement shall be an action for specific performance of Seller's obligations unless such action shall not be available to cure the default, in which case Buyer may seek damages from Seller by action at law. Except for any such action for specific performance, and except as otherwise provided herein, after the Closing, Buyer hereby waives, releases and agrees not to sue Seller on any claim for damages or otherwise.

10.12 Dates. Whenever any determination is to be made or action is to be taken on a date specified in this Agreement, if such date shall fall on Saturday, Sunday or legal holiday under the laws of the State of California, then in such event said date shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

10.13 Counterparts; Execution. This Agreement may be executed in counterparts, all of which shall constitute the same Agreement, notwithstanding that all parties to this Agreement are not signatory to the same or original counterpart. This Agreement may be executed electronically in compliance with UETA and ESIGN using a qualified national third party service provider such as AdobeSign or DocuSign.

10.14 Limitation of Liability. No advisor, trustee, director, officer, partner, member, employee, beneficiary, shareholder, participant, attorney, public official or agent of or in Seller or Buyer shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter. The terms of this Section survive the Closing or termination of this Agreement.

10.15 Approvals by Executive Director. Whenever this Agreement calls for Seller approval, consent, extension or waiver, the written approval, consent, or waiver of the Executive Director of Seller or his designee(s) shall constitute the approval, consent, extension or waiver of Seller, without further authorization required from the Board Council of Seller. Seller hereby authorizes the Executive Director and his designee(s) to sign documents, to deliver any such approvals, consents, or extensions or waivers as are required by this Agreement, and to waive requirements under this Agreement, on behalf of the Seller.

10.16 Exhibits. Exhibits A, B, C, D, E, F and G attached hereto are incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

REMINDER TO PARTIES TO INITIAL SECTIONS 2.3 and 7.3.A, AS APPLICABLE

"BUYER":

Authentisign
Ali Elhadi Khalil
Ali Elhadi Khalil

ACCEPTED BY ESCROW AGENT:

FIDELITY NATIONAL TITLE COMPANY,
a California corporation

By: _____
Mary Lou Adame, Escrow Officer

Escrow Opened Date: _____, 2026

"SELLER":

BELL COMMUNITY HOUSING AUTHORITY,
a public agency

By: _____
Michael L. Antwine, II
Executive Director

ATTEST:

_____
Angela Bustamente, Board Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLC

By: _____
Danny Aleshire, Board Counsel

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EXHIBIT A

Legal Description of Property

That certain real property in the City of Bell, County of Los Angeles, State of California, and described as follows:

Lot 19 of Tract Number 4213 as per map recorded in Book 44 Page 90 of Maps in the office of the County Recorder of said County.

The legal description used for conveyancing shall be as confirmed by the Title Company in the Title Report.

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EXHIBIT B

List of Due Diligence Items

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EXHIBIT C

RECORDING REQUESTED BY

Fidelity National Title,
National Commercial Services

AND WHEN RECORDED MAIL TO AND MAIL TAX STATEMENTS TO:

_____
_____
_____

APN 6325-017-903
THE UNDERSIGNED GRANTOR DECLARES:
Documentary Transfer Tax is: $9,900.00___

(Space Above This Line for Recorder's Office Use Only)
(Exempt from Recording Fee per Gov. Code §6103)

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the BELL COMMUNITY HOUSING AUTHORITY, a public entity ("**Grantor**"), hereby grants to _____ ("**Grantee**"), all that certain real property located in the City of Bell, County of Los Angeles, State of California, more particularly described on Exhibit A, attached hereto and incorporated herein by this reference ("**Property**").

This grant and conveyance is made and accepted subject to:

1. All general and special real property taxes and assessments that are not delinquent, including supplemental taxes assessed as a result of this conveyance.

2. Grantee covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall Grantee or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property. The foregoing covenants shall run with the land.

3. Except as otherwise expressly provided in that certain unrecorded Purchase and Sale Agreement and Joint Escrow Instructions between Grantor and Ali Elhadi Khalil dated _____, 2026, Grantee, on behalf of itself and its successors and assigns, hereby waives its right to recover from, and forever releases and discharges Grantor and its affiliates, and the directors, officers, attorneys, employees and agents of each of them, and their respective successors and assigns, from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the Property including, without limitation, the physical or environmental condition of the Property or any law or regulation applicable thereto.

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IN WITNESS WHEREOF, this Grant Deed has been executed this _____ day of _____, 2026.

GRANTOR:

BELL COMMUNITY HOUSING AUTHORITY, a public agency

By: _____
Michael L. Antwine, II
Executive Director

ATTEST:

_____
Angela Bustamente, Board Clerk

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EXHIBIT A TO GRANT DEED

Legal Description of Property

That certain real property in the City of Bell, County of Los Angeles, State of California, and described as follows:

Lot 19 of Tract Number 4213 as per map recorded in Book 44 Page 90 of Maps in the office of the County Recorder of said County.

The legal description used for conveyancing shall be as confirmed by the Title Company in the Title Report.

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EXHIBIT D

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT (this "**Assignment**") is made and entered into as of this ____ day of _____ 2026 ("**Assignment Date**"), by the BELL COMMUNITY HOUSING AUTHORITY, a public entity ("**Assignor**"), for the benefit of _____ ("**Assignee**").

RECITALS

A. Assignor and Assignee have entered into that certain Purchase and Sale Agreement and Joint Escrow Instructions, dated as of _____, 2026 ("**Purchase Agreement**"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase certain real property situated in the City of Bell, County of Los Angeles, California, as more particularly described on Schedule "1" attached hereto ("**Real Property**"), together with all appurtenances and other rights associated therewith as described in the Purchase Agreement.

B. Assignor is the owner of certain appurtenances and intangible property affecting or in connection with the Real Property and improvements thereon, as more particularly described on Schedule "2" attached hereto ("**Property**").

C. Assignor desires to fulfill one of its obligations under the Purchase Agreement by assigning hereby its Interest in the Property to Assignee, and Assignee desires to accept such assignment upon the following terms and conditions.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and agreements contained herein, the parties hereto agree as follows:

1. Assignor hereby assigns and transfers unto Assignee all of Assignor's right, title, claim and interest in, to and under all of the Property.

2. In the event of any litigation between the parties hereto, or their successors or assigns, arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such litigation, including without limitation, reasonable attorneys' fees and court costs.

3. This Assignment shall be binding on and inure to the benefit of and may be relied on by the successors and assigns of each of Assignor and Assignee.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of California.

[Signatures on Following Page]

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IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above written.

"ASSIGNOR":

BELL COMMUNITY HOUSING AUTHORITY,
a public agency

By: _____
Michael L. Antwine, II
Executive Director

ATTEST:

_____
Angela Bustamente, Board Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLC

By: _____
Danny Aleshire, Board Counsel

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Schedule "1"
to
Assignment

That certain real property located in the City of Bell, County of Los Angeles, State of California, and described as follows:

Lot 19 of Tract Number 4213 as per map recorded in Book 44 Page 90 of Maps in the office of the County Recorder of said County.

The legal description used for conveyancing shall be as confirmed by the Title Company in the Title Report.

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Schedule "2"
to
Assignment

List of Property

a. All rights, privileges and easements appurtenant to the Real Property, including, without limitation, all minerals, oil, gas and other hydrocarbon substances on and under the Real Property, as well as all governmental and other approvals, permits, licenses, development rights and entitlements, air rights, water, water rights, water stock, utility and other permits, claims, actions and causes of action, deposits, fee and tax credits, and any refunds relating to the Real Property, and any other easements, rights-of-way or appurtenances used in connection with or relating to the ownership, beneficial use and enjoyment of the Real Property ("**Appurtenances**"); and

b. All of the rights of Assignor in any personal property located on or affixed to the Real Property and used in connection therewith, and any intangible personal property (including without limitation, all plans, designs, reports, and studies) now or hereafter owned by Assignor and used in connection with the ownership, use and operation of the Real Property and Appurtenances.

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EXHIBIT E

AFFORDABLE HOUSING COVENANT

FREE RECORDING REQUESTED AND
WHEN RECORDED, RETURN TO:

City of Bell
6330 Pine Ave.
Bell, California 90201
Attn: City Manager

APNs. 6325-017-903

(Space above This Line for Recorder's Office Use Only)
(Exempt from Recording Fee per Gov. Code § 6103)

COVENANT AGREEMENT

THIS COVENANT AGREEMENT (this "**Covenant Agreement**") is made and entered into this _____ day of _____, 202__, _____ ("**Owner**") in favor of the BELL COMMUNITY HOUSING AUTHORITY, a public agency ("**Authority**"). Owner and Authority are occasionally referred to herein each as a "**party**" and jointly as the "**parties**". The California Department of Housing and Community Development ("**HCD**") is a third party beneficiary of this Covenant Agreement.

R E C I T A L S:

A. Owner owns that certain improved real property located at 6633 Pine Avenue in City of Bell, County of Los Angeles, State of California (APN 6325-017-903) more particularly described in Exhibit A attached hereto and incorporated herein by this reference ("**Property**").

B. Owner acquired the Property from Authority pursuant to that certain Grant Deed recorded immediately prior to this Covenant ("**Grant Deed**") in the Official Records of Los Angeles County ("**Official Records**").

C. Prior to selling the Property to Owner, the Authority was required and did comply with the provisions of the Surplus Land Act (Government Code Section 54220 et seq) and the applicable regulations ("**SLA**").

D. As material consideration for the sale of the Property to Owner, this Covenant Agreement is mandated under the SLA with respect to any future residential development of the Property.

E. Accordingly, the Authority and Owner now desire to place a covenant regarding any future residential development of the Property.

NOW, THEREFORE, Owner declares, covenants and agrees, by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, that the Property shall be burdened, held, transferred, encumbered, used, sold, conveyed, leased, and occupied, subject to the covenant hereinafter set forth.

1. EFFECTIVE DATE; TERM. This Covenant Agreement shall be effective as of the date it is recorded in the Official Records ("**Effective Date**") and continue for fifty-five (55) years ("**Term**").

2. ASSURANCES REGARDING THE PROPERTY. Owner acknowledges the covenant herein is:

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(a) material consideration for the conveyance, (b) separate and in addition to any other rights and limitations for the development of the Property by the zoning or other municipal limitations pursuant to the Bell Municipal Code ("**Code**"), and (c) is for the benefit of Authority and HCD.

3. COVENANT. Nothing herein shall be construed to require the Property to be developed for residential. However, if, at any time during the Term, ten (10) or more residential units are developed on the Property, not less than fifteen percent (15%) of the total number of residential units developed on the Property shall be sold or rented at affordable housing cost, as defined in Section 50052.5 of the California Health and Safety Code, or affordable rent, as defined in Section 50053 of the California Health and Safety Code, to lower income households, as defined in Section 50079.5 of the California Health and Safety Code. Thereafter, rental units shall remain affordable to and occupied by lower income households for a period of fifty-five (55) years for rental housing and forty-five (45) years for ownership housing. The initial occupants of all ownership units shall be lower income households, and the units shall be subject to an equity sharing agreement consistent with the provisions of paragraph (2) of subdivision (c) of 65915 of the California Government Code. These requirements are covenants running with the land and shall be enforceable against any owner who violates a covenant and each successor-in-interest who continues the violation by any of the entities described in subdivisions (a) to (f), inclusive, of Section 54222.5 of the California Government Code.

4. COVENANT TO RUN WITH THE LAND. Owner hereby subjects and burdens the Property to the covenant set forth in Section 3. Owner understands that the covenant runs with the land and shall pass to and be binding upon Owner's successors in title to the Property for the Term. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to this Covenant Agreement, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed or other instrument.

5. AMENDMENTS, MODIFICATIONS OR TERMINATION. This Covenant Agreement may not be amended, modified or terminated except in writing, executed by City, the then owner of the Property and HCD (or its successor) and recorded in the Official Records.

6. MISCELLANEOUS.

6.1. Notices. All notices, demands, requests, elections, approvals, disapprovals, consents or other communications given under this Covenant Agreement shall be in writing and shall be given by personal delivery, certified mail, return receipt requested, or overnight guaranteed delivery service and addressed as follows:

To Authority: Bell Community Housing Authority
6330 Pine Ave.
Bell, California 90201
Attn: Executive Director

With a Copy to: Aleshire & Wynder, LLP
1 Park Plaza, Suite 1000
Irvine, CA 92614
Attention: Danny Aleshire, City Attorney

To Owner: _____
_____
_____

_____

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Notices shall be effective upon the earlier of receipt or refusal of delivery. Each party shall promptly notify the other party of any change(s) of address to which notice shall be sent pursuant to this section.

6.2. **Governing Law**. This Covenant Agreement shall be construed and enforced in accordance with the laws of the State of California and any legal action shall be brought in a court of competent jurisdiction in Los Angeles County.

6.3. **Attorney's Fees.** In the event of any litigation or other legal proceeding arising from this Covenant Agreement, the prevailing party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses, including attorney's fees, incurred in the proceeding.

6.4. **Construction.** This Covenant Agreement shall be construed according to its fair meaning as if prepared by both parties and in favor of full enforcement. Headings used in this Covenant Agreement are provided for convenience only.

6.5. **No Waiver.** The failure to enforce any term, covenant, or condition of this Covenant Agreement shall not be construed as a waiver of the right to enforce this, or any other, term, covenant, or condition of this Covenant Agreement.

6.6. **Governing Law.** This Covenant Agreement shall be governed by the laws of the State of California.

6.7. **Incorporation of Recitals.** The Recitals set forth above are hereby incorporated into this Covenant Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties have executed this Covenant Agreement as of the dates specified below.

"OWNER":

Authentisign
Ali Elhadi Khalil
Ali Elhadi Khalil

"AUTHORITY":

BELL COMMUNITY HOUSING AUTHORITY,
a public agency

By: _____
Michael L. Antwine, II
Executive Director

ATTEST:

_____
Angela Bustamente, Board Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLC

By: _____
Danny Aleshire, Board Counsel

Authentisign ID: 97E4A2BA-C565-F111-8FCA-002248359474

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

That certain real property in City of Bell, County of Los Angeles, State of California legally described as follows:

Lot 19 of Tract Number 4213 as per map recorded in Book 44 Page 90 of Maps in the office of the County Recorder of said County.

The legal description used for conveyancing shall be as confirmed by the Title Company in the Title Report.

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 202__ before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Public

SEAL:

Authentisign ID: 97E4A2BA-C565-F111-8FCA-002248359474

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 202___ before me, _____, a notary public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Public

SEAL:

Authentisign ID: 97E4A2BA-C565-F111-8FCA-002248359474

EXHIBIT F

AFFIDAVIT

The BELL COMMUNITY HOUSING AUTHORITY ("**Seller**") hereby certifies to _____ ("**Buyer**"), as follows:

1. Seller understands and acknowledges that this Affidavit may be disclosed to the Internal Revenue Service by Buyer in connection with that certain Purchase and Sale Agreement and Joint Escrow Instructions dated _____, 2026 (collectively, with any and all amendments thereto, the "**Purchase Agreement**"), between Buyer and Seller, as evidence of Buyer's compliance with Section 1445 of the Internal Revenue Code;

2. Seller is not a foreign individual, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

3. Seller's U.S. Employer Identification Number is _____;

4. Seller's office address is 6330 Pine Avenue, Bell, CA 90201.

5. Seller further understands and acknowledges that this Affidavit may be disclosed to the Franchise Tax Board of California by Buyer in connection with the Purchase Agreement.

6. Section 18662 of the California Revenue and Taxation Code provides that a buyer may be required to withhold 3 1/3% of the sales price of the California property sold by a non-resident seller, unless the sales price of the property is less than $100,000; and

7. Seller is not subject to any withholding pursuant to Section 18662 of the California Revenue and Taxation Code.

The undersigned understands that any false statements contained in this Affidavit could be punished by fine or imprisonment or both. The undersigned certifies on behalf of Seller under penalty of perjury that the foregoing is true and correct, and that the undersigned is duly authorized to execute this Affidavit on behalf of Seller.

Dated as of this _____ day of _____, 2026, at Bell, California.

"SELLER":

BELL COMMUNITY HOUSING AUTHORITY,
a public agency

By: _____
Michael L. Antwine, II
Executive Director

ATTEST:

_____
Angela Bustamente, Board Clerk

Authentisign ID: 97E4A2BA-C565-F111-8FCA-002248359474

EXHIBIT G
LEASE ASSIGNMENT

LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT ("**Assignment Agreement**") is dated as of _____, 2026 ("**Assignment Date**"), by and between BELL COMMUNITY HOUSING AUTHORITY, a public agency ("**Assignor**"), and _____ ("**Assignee**").

RECITALS

A. Assignor is the owner of that certain real property located in the City of Bell, County of Los Angeles, State of California, located at 6633 Pine Avenue (APN #6325-017-903) in the City of Bell, California together with all improvements (collectively, "**Property**").

B. On April 24, 2026, Assignor and Assignee entered into an Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions pursuant to which Assignee agreed to purchase the Property from Assignor ("**Purchase Agreement**").

C. The Property is subject to that leases identified on Exhibit 1 attached hereto and incorporated herein by reference ("**Lease**").

D. Assignee wishes to acquire, and Assignor is willing to transfer, Assignor's interest in the Leases concurrent with the Assignee's acquisition of the Property from Assignor. Accordingly, this Assignment Agreement shall only be effective upon the close of escrow conveying the Property from Assignor to Assignee pursuant to the Purchase Agreement which date is set forth above as the Assignment Date.

NOW, THEREFORE, in consideration of the mutual promises of the parties, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. *Recitals.* All of the foregoing recitals are true and correct and are incorporated herein by reference.

2. *Assignment.* Assignor hereby assigns, sells, conveys, and otherwise transfers to Assignee all of Assignor's interests, rights, and obligations under the Leases. This assignment shall be effective as of the Assignment Date. Assignee's execution hereof confirms that Assignor shall no longer be liable for the performance of any obligations, terms, covenants, or conditions under the Leases arising after the Assignment Date and that Assignee hereby agrees to forever release Assignor from the performance of any such obligations, terms, covenants, and conditions under the Leases.

3. *Assumption of Obligations and Rights.* Assignee hereby accepts all of Assignor's interests, rights, and obligations under the Leases arising after the Assignment Date and assumes and agrees to perform all of Assignor's corresponding obligations, terms, covenants, and conditions under the Leases accruing from, and after the Closing Date.

4. *Representations, Warranties and Covenants.* All Assignor's and Assignee's representations, warranties and covenants set forth in the Purchase Agreement shall survive the

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Closing and are incorporated into this Assignment Agreement.

5. ***Due Execution.*** **The person(s) executing this Assignment Agreement on behalf of the parties hereto warrant that: (i) such party is duly organized and existing; (ii) they are duly authorized to execute and deliver this Assignment Agreement on behalf of said party; (iii) by so executing this Assignment Agreement, such party is formally bound to the provisions of this Assignment Agreement; and (iv) the entering into of this Assignment Agreement does not violate any provision of any other agreement to which said party is bound.**

6. ***Effect on Assigned Leases.*** **Except for the assignment of Assignor's interests to Assignee in accordance with the provisions of this Assignment Agreement, the parties further agree that nothing in this Assignment Agreement shall be deemed as modifying or otherwise affecting any of the provisions of the Leases.**

7. ***Indemnification.*** Assignor agrees to indemnify, defend, and hold harmless Assignee and all persons and entities affiliated with Assignee including their respective officers, agents and employees from and against any and all claims, liabilities, and losses (collectively, "**Claims**") arising out of the Leases arising before the Assignment Date, including any Claims arising as a result of any inaccuracies in Assignor's representations and warranties set forth in the Purchase Agreement and in this Assignment Agreement. Assignee shall indemnify, defend, and hold harmless Assignor and all persons and entities affiliated with Assignor including their respective officers, agents and employees from and against any and all Claims arising out of the Leases arising after the Assignment Date, including any Claims arising as a result of any inaccuracies in Assignee's representations and warranties set forth in the Purchase Agreement and in this Assignment Agreement.

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement as of the Assignment Date.

"ASSIGNEE":

Authentisign
Ali Elhadi Khalil
Ali Elhadi Khalil

"ASSIGNOR":

BELL COMMUNITY HOUSING AUTHORITY,
a public agency

By: _____
Michael L. Antwine, II
Executive Director

ATTEST:

_____
Angela Bustamente, Board Clerk

Authentisign ID: 97E4A2BA-C565-F111-8FCA-002248359474

EXHIBIT 1

SUMMARY OF TENANT LEASES

RESOLUTION NO. 2026-39

A RESOLUTION OF THE CITY COUNCIL OF THE OF THE CITY OF BELL, CALIFORNIA, APPROVING A PURCHASE AND SALE AGREEMENT WITH ALI ELHADI KHALI FOR THE BELL COMMUNITY HOUSING AUTHORITY PROPERTIES LOCATED AT 6629 AND 6633 PINE AVENUE IN THE CITY OF BELL

WHEREAS, the BELL COMMUNITY HOUSING AUTHORITY ("BCHA") owns certain real properties consisting of two (2) adjoining parcels, one with 5-units and the other 4 single units for a total of nine (9) housing units, located at 6629 and 6633 Pine Avenue ("Property"); and

WHEREAS, the Surplus Land Act, Government Code sections 54220 et seq., applies when a local agency disposes of "surplus land," as that term is defined in Government Code section 54221; and

WHEREAS, on October 9, 2019, Governor Newsom signed Assembly Bill ("AB") 1486. AB 1486 significantly amended the Surplus Land Act effective January 1, 2020. These amendments included, among others, changing the previous, long-standing definitions of "surplus land" and "exempt surplus land"; providing that property shall be declared either "surplus land" or "exempt surplus land" before a local agency may take any action to dispose of it; and adding a new limitation providing that an "agency's use" "shall not include commercial or industrial uses or activities, including nongovernmental retail, entertainment, or office development" or "property disposed of for the sole purpose of investment or generation or revenue"; and

WHEREAS, the Properties would fall within the definition of "surplus land" pursuant to Government Code section 54221, as amended by AB 1486; and

WHEREAS, in order to pursue new uses for the Properties, including the possible disposition through a sale or lease of the property, the city must now comply with the Surplus Land Act as amended by AB 1486 ("SLA"); and

WHEREAS, pursuant to the SLA, city staff will send a written notice of availability of the properties by electronic mail or by certified mail to all of the entities identified in Government Code section 54222; and

WHEREAS, staff issued a series of Notices of Availability (NOAs), which included the property at 6629 and 6633 Pine Avenue, Bell, CA, 90201; and

WHEREAS, The City of Bell received one (1) proposal for $1.8 million for both parcels that were valued at $900,000 each; and

WHEREAS, in May 2026, the City Council directed staff to move forward in negotiations with the buyer; and

WHEREAS, as part of the buyer's proposal, they will make improvements to the 5-units will remain multi-family residential properties and the 4 single units will be demolished and the buyer will build up to 6 new single-family townhomes (For-Sale/Rental); and

WHEREAS, the Purchase and Sale Agreement process was preferred by the city and buyer, given the fact that these properties are being sold as-is; and

WHEREAS, the City Council and Bell Community Housing Authority approves the sale of the BCHA owned property located at 6629 and 6633 Pine Avenue in the amount of $1,800,000 to Ali Elhadi Khalil.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELL that:

1. The foregoing recitals are hereby incorporated and adopted as the findings of the City Council and the Bell Community Housing Authority.

2. That the City Council and the Bell Community Housing Authority approves the sale of the BCHA owned property located at 6629 and 6633 Pine Avenue in the amount of $1,800,000 to Ali Elhadi Khalil.

3. The City Manager/Executive Director and City Attorney are authorized to finalize the terms and conditions of this agreement and execute any and all documents related to the sale and disposition, including the approval of a transfer of the sale to another buyer.

ATTEST:

/s/_____
MAYOR

/s/_____ CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF LOS
ANGELES) SS:

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Angela Bustamante, City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its special meeting held on the 24th day of June 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Angela Bustamante, City Clerk

_____
Ali Saleh, Mayor

APPROVED AS TO FORM:

_____
Danny Aleshire, City Attorney

City of Bell
Agenda Report

DATE: June 24, 2026

TO: Mayor and Members of the City Council

FROM: Damian A. Velasco, Police Chief

APPROVED BY: Michael L. Antwine II (e-signature)
Michael L. Antwine II, City Manager

SUBJECT: Award of Contract Services Agreement to World Private Security, Inc., for Crossing Guard Services.

RECOMMENDATION:

It is recommended that the City Council approve a new Contract Services Agreement for services between the City of Bell and World Private Security, Inc, for a (3) three-year period, from July 1, 2026 to June 30, 2029, with two available one-year extension options, extending the term of the agreement, at the sole discretion of the City, through June 30, 2031, at an annual cost of $235,620.00 for the first year and $243,540.00 fixed price for the second and third year.

BACKGROUND:

The City of Bell has contracted crossing guard services with World Private Security, Inc, for the last four (4) years. The Agreement with World Private Security, Inc. was extended until June 30, 2026. On March 30, 2026, a Request for Proposal (RFP) for Crossing Guard Services was issued by the City and (5) five proposals were received. Staff evaluated each proposal based upon the following criteria:

- Cost (30%)
- Timeline/Ability to Provide Services (25%)
- Qualifications and Experience (20%)
- Responsiveness to RFP (15%)
- References/Previous Performance (10%)

An RFP selection committee consisting of Community Development Director, Police Lieutenant, and Police Sergeant completed a review of the proposals. Based on the criteria mentioned above, the committee recommended World Private Security, Inc. as the most responsive bidder to the Crossing Guard Services RFP.

World Private Security, Inc. has over 25 years of experience in the security industry providing services to the Los Angeles area since 1998. They currently service the LA County Office of Education, The County of Riverside District Attorney's Office, The Department of Water and Power, The City of Santa Clarita, the City of Torrance, and the City of Pomona Parks and Recreation Department.
In addition, World Private Security, Inc. has provided Crossing Guard Services to the City of Bell for over four years and has been responsive to the needs of the City.

The chart below illustrates the hourly rates and estimated yearly costs submitted by the five (5) bidders that responded to the RFP. As referenced, the proposed hourly rate and estimated annual cost by World Private Security, Inc. Are listed on line 3:

The proposed Billing Rates of the RFP bidders are listed for reference:

Ranking	Vendor Name	Fiscal Year	Hourly Rate	Est. Annual Cost
1	Unified Protective Services	2026/2027	$19.50	$154,440.00
2	Prestige International Security, Inc.	2026/2027	$29.00	$229, 680.00
3	World Private Security, Inc.	2026/2027	$29.75	**$235,620.00**
4	All City Management Services, Inc.	2026/2027	$32.51	$257,479.00
5	Crossing Guard Services, LLC	2026/2027	$33.00	$261,360.00

Although World Private Security, Inc. ranked third in terms of cost, they received a higher rating in each of the other categories compared with the other bidders. The committee ranked their responsiveness to the RFP, their qualifications and experience, their references and performance, and their availability to provide service to the City of Bell as significantly higher than the other bidders.

The cost of Crossing Guard Services for fiscal year 25/26 was $220,893.75, for which, World Private Security, Inc. has maintained that cost to the City with no increases for the last four (4) years.

The current proposal for fiscal year 26/27 is estimated to be $235,620.00. This represents a 6.6% increase in cost from years past, but it must be noted that the original contract identified Crossing Guard Services at an estimated 7,425 hours per school year. The Los Angeles Unified School District's current calendar year requires additional hours of coverage equating to 7,920 hours per school year. The hours associated with Crossing Guard Services have varied over the years, not only due to changes in the school calendar, but also due to assessments conducted by City personnel regarding the location and hours of Crossing Guards and the need for those services. Although the number of hours associated with Crossing Guard Services has changed, the hourly cost for services from fiscal year 25/26 to 26/27 remains $29.75.

Staff recommends that the City Council approve a new Crossing Guard Services agreement with World Private Security, Inc. for three (3) years, with two (2) one-year extension options at the proposed hourly billing rate of $29.75 per hour for the first year and $30.75 per hour for the remaining years.

FISCAL IMPACT:

The costs for services are approximately $235,620.00 and will be allocated within the Bell Police Department FY 26/27 budget. The total cost of this contract should the City exercise its right to extend services for two additional years would be $1,209,780.00.

STRATEGIC PLAN:

Target 3: Elevating Quality of Life
Goal 3: Increase public safety visibility to include safe parks and walkways

ATTACHMENTS:

1. New Contract Services Agreement with World Private Security, Inc.
2. World Private Security, Inc., proposal for Crossing Guard Services

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF BELL

and

WORLD PRIVATE SECURITY, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF BELL AND
WORLD PRIVATE SECURITY, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2026 by and between the City of Bell, a California charter city ("City") and World Private Security, Inc., a California corporation ("Consultant"). City and Consultant may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Bell Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those

standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Services shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of this Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be

responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to the total Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **SEVEN HUNDRED TWENTY-TWO THOUSAND**

SEVEN HUNDRED DOLLARS ($722,700) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8 and/or under Exhibit "C" attached hereto.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of this Agreement. The invoice shall contain all information specified in Exhibit "C", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of this Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) years from the date hereof ("Term"), except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City may, in its sole discretion, extend the Term for two (2) additional one-year terms, provided that compensation for the additional one-year period(s) shall not exceed the amounts set forth in Exhibit "C" for each additional extension period.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Jeannette Youssif	CEO
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the Term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The "Contract Officer" shall be Chief Damian Velasco, or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the Term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury

and property damage for all activities of the Consultant arising out of or in connection with services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the Term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Right to revise specifications. The City reserves the right at any time during the Term of this Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or

entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make

records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such

information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the

invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary

provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such

liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Bell, 6330 Pine Avenue, Bell, California 90201 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent

of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF BELL,
a California charter city

_____
Ali Saleh, Mayor

ATTEST:

_____
Angela Bustamante, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Danny Aleshire, City Attorney

CONSULTANT:

WORLD PRIVATE SECURITY, INC.,
a California corporation

By:_____
Name: Jeannette Youssif
Title: CEO, Secretary
Address: 16921 Parthenia Street, Suite 201
Northridge, CA 91343

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2026 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2026 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant shall provide the following services:

A. Consultant shall provide crossing guard services with personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks at the designated locations set forth in Exhibit "D" attached hereto, and at the designated hours set forth in Exhibit "D" attached hereto, on all days on which the designated schools in the City of Bell are in session to ensure the safe crossing of streets by pedestrians.

B. The days, times, and locations for the services are in accordance with the Schedule of Performance set forth in Exhibit "D", except that, when the identified schools are closed during any days or weeks, the City shall not be required to compensate Consultant for and Consultant shall not be required to provide the corresponding services.

II. As part of the services, Consultant will prepare and deliver the following tangible work products to the City:

A. No later than the 15th of each month, Consultant shall provide a monthly schedule and list of contact information for personnel and intersections each personnel is assigned to for the subsequent month.

III. In addition to the requirements of Section 6.2, during performance of the services, Consultant will keep the City updated of the status of performance by delivering the following status reports:

A. N/A

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the services:

A. Such personnel as may be designated by Consultant, which shall be subject to the approval or disapproval of the Contract Officer in his/her discretion during the Term of this Agreement.

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

None.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the services at the following rates, subject to the annual not-to-exceed amounts and total Contract Sum set forth below.

A. For Year 1, covering the period between July 1, 2026 through June 30, 2027, annual compensation shall not exceed Two Hundred Thirty-Five Thousand Six Hundred Twenty Dollars ($235,620).

B. For Year 2, covering the period between July 1, 2027 through June 30, 2028, annual compensation shall not exceed Two Hundred Forty-Three Thousand Five Hundred Forty Dollars ($243,540).

C. For Year 3, covering the period between July 1, 2028 through June 30, 2029, annual compensation shall not exceed Two Hundred Forty-Three Thousand Five Hundred Forty Dollars ($243,540).

The total compensation for the initial three-year term shall not exceed Seven Hundred Twenty-Two Thousand Seven Hundred Dollars ($722,700), as set for the below:

Year	Hourly Rate	Number of Hours Per Week	Cost per Week	Number of Weeks Per Year	Cost Per Year
July 2026 thru June 2027	**$29.75 per hr.**	**220 hrs/week**	**$6,545.00**	**36**	**$235,620.00**
July 2027 thru June 2028	**$30.75 per hr.**	**220 hrs/week**	**$6,765.00**	**36**	**$243,540.00**
July 2028 thru June 2029	**$30.75 per hr.**	**220 hrs/week**	**$6,765.00**	**36**	**$243,540.00**
				Total	**$722,700.00**

II. Should the City exercise one or both of the optional one-year extensions authorized under Section 3.4 of this Agreement, compensation for the extension term(s) shall not exceed the amounts set forth below, unless additional compensation is approved in accordance with Section 1.8 of this Agreement. The City has no obligation to exercise either extension option.

A. For the first optional extension term, covering July 1, 2029 through June 30, 2030 (Year 4), annual compensation shall not exceed Two Hundred Forty-Three Thousand Five Hundred Forty Dollars ($243,540).

B. For the second optional extension term, covering July 1, 2030 through June 30, 2031 (Year 5), annual compensation shall not exceed Two Hundred Forty-Three Thousand Five Hundred Forty Dollars ($243,540).

The total compensation for the optional two (2) one-year extensions shall not exceed Four Hundred Eighty-Seven Thousand Eighty Dollars ($487,080), as set forth below:

Year	Hourly Rate	Number of Hours Per Week	Cost per Week	Number of Weeks Per Year	Cost Per Year
July 2029 thru June 2030	**$30.75 per hr.**	**220 hrs/week**	**$6,765.00**	**36**	**$243,540.00**
July 2030 thru June 2031	**$30.75 per hr.**	**220 hrs/week**	**$6,765.00**	**36**	**$243,540.00**
				Total for Optional Term Extension	**$487,080.00**

III. The City will compensate Consultant for the services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the services.

IV. The total compensation for the services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following schedule:

School	Street Intersection	Days	Times	Number of Hours
Martha Escutia Primary	**Bell and Bear**	**M, T, W, TH, F**	**06:45-08:15 a.m. 10:15-11:30 a.m. 13:45-15:15 p.m.**	**20.00**
Corona Ave Elementary	**Bell and Corona**	**M, T, W, TH, F**	**06:45-08:15 a.m.**	**10.00**
Corona Ave Elementary	**Bell and Bear**	**M, T, W, TH, F**	**06:45-08:15 a.m. 13:45-15:15 p.m.**	**20.00**
Corona Ave Elementary	**Gage and Bear**	**M, T, W, TH, F**	**06:45-08:15 a.m. 13:00 – 15:00 p.m.**	**20.00**
Corona Ave Elementary	**Corona and Bell**	**M, T, W, TH, F**	**13:45-15:15 p.m.**	**10.00**
Ellen Ochoa Learning Ctr.	**Florence and Wilcox (crossing guard 1)**	**M, T, W, TH, F**	**07:00-09:00 a.m. 13:00-15:00 p.m.**	**20.00**
Ellen Ochoa Learning Ctr.	**Florence and Wilcox (crossing guard 2)**	**M, T, W, TH, F**	**07:00-09:00 a.m. 13:00-15:00 p.m.**	**20.00**
Nueva Vista Elementary	**Pine and Randolph**	**M, T, W, TH, F**	**06:45-08:15 a.m. 10:00-11:00 a.m. 13:45-15:15 p.m.**	**20.00**
Nueva Vista Elementary	**Randolph and Atlantic**	**M, T, W, TH, F**	**06:45-08:15 a.m. 10:00-11:00 a.m. 13:45-15:15 p.m.**	**20.00**

School	Street Intersection	Days	Times	Number of Hours
Woodlawn Ave Elementary	**Gage and Wilcox**	**M, T, W, TH, F**	**06:45-07:45 a.m. 10:45-11:45 a.m. 13:45-15:15 p.m.**	**20.00**
Woodlawn Ave Elementary	**Woodlawn and Filmore**	**M, T, W, TH, F**	**06:45-07:45 a.m. 10:45-11:45 a.m. 13:45-15:15 p.m.**	**20.00**
South Region Middle School	**Orchard and Gage**	**M, T, W, TH, F**	**06:45– 08:15 a.m. 12:00-15:30 p.m.**	**20.00**
			Total Hours	**220.00 hours per week if all schools are in session**

II. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.



Proposal Submitted By:

World Private Security, Inc.
Jeannette Youssif, C.F.O.

Address:
16921 Parthenia Street Suite 201
Northridge, California 91343

Contact:
(818) 894-1800 Office
(818) 894-1877 Fax
JY@WORLDSECURITYINC.COM

Presented to

CITY OF BELL
CITY CLERK CITY HALL

Address:"
6330 Pine Avenue, Bell, CA 90201

For:

CROSSING GUARD SERVICES

RFP

Due:

April 27, 2026 @ 4 pm

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Cover Letter

Official Name:	***World Private Security, Inc.***
Organizational Structure:	*Corporation*
Jurisdiction:	*California*
Date:	*April 2003*
Headquarters Address:	*16921 Parthenia Street, Suite 201* *Northridge, California 91343*
Service Areas:	*California*
Federal Tax Identification No.:	*03-0489734*
Authorized Representatives:	***Jeannette Youssif***
Address:	*16921 Parthenia Street, Suite 201* *Northridge, California 91343*
Phone:	*(818) 894-1800*
Fax:	*(818) 894-1877*
Email:	Jy@worldsecurityinc.com
RFP Contact:	***Jeannette Youssif, C.F.O.***
Address:	*16921 Parthenia Street, Suite 201* *Northridge, California 91343*
Phone:	*(818) 894-1800*
Fax:	*(818) 894-1877*
Email:	*Jy@worldsecurityinc.com*
Private Patrol Operator:	***121868 Clear***

World Private Security, Inc. understands all service terms and conditions. World Private Security, Inc. accepts all Terms and Conditions stated in this rfp.

_____ *April 23, 2026*_____

Jeannette Youssif, C.F.O. *Date*

WORLD
PRIVATE SECURITY SERVICE, INC.

STATE LICENSE PPO# 121868
INSURED AND BONDED
24 HOUR SERVICE

April 23, 2026

City of Bell
Javier Ochiqui, Assistant to the City Manager
6330 Pine Avenue
Bell, CA 90201

Subject: Proposal for Crossing Guard Services

Dear Mr. Ochiqui,

On behalf of World Private Security, Inc. (WPS), I would like to express our sincere gratitude for the opportunity to provide crossing guard services to the City of Bell over the past four years. It has been a true privilege to support the safety and well-being of your community, and we are proud of the trusted partnership we have built during this time.

WPS remains fully committed to delivering dependable, professional, and high-quality service. As we submit our proposal for the upcoming term, we do so with great appreciation for the City's confidence in our team and with the hope of continuing to serve the City of Bell for another contract period.

To support continuity and, in consideration of the current public bidding process, WPS is prepared to maintain the existing billing rate for the upcoming school year. Thereafter, the proposed rates outlined in our submission will apply for the subsequent contract term, as detailed in the attached pricing schedule.

Our proposal reflects a competitive and carefully considered rate structure that accounts for increased operational costs while maintaining efficiency and value for the city.

Our approach continues to focus on recruiting qualified personnel, providing ongoing training and supervision, and ensuring consistent, attentive service at every assigned location. We take great pride in upholding the standards expected by the city and in contributing to a safe environment for students, families, and the community as a whole.

Thank you once again for your trust and consideration. We look forward to the opportunity to continue our partnership.

Respectfully,

Jeannette Youssif, C.E.O./ C.F.O.
World Private Security, Inc
(818) 894-1800 office (818) 378-5457 Cell
Jy@worldsecurityinc.com

Attachment "1" – Certification of Proposal

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal.

1. Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposal, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.

2. By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.

3. Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer, and that the Proposer is responsible for them.

4. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.

5. The proposal's response includes all the commentary, figures and data required by the Request for Proposal

6. The Proposal shall be valid for 90 days from the date of submittal.

Name of Proposer: WORLD PRIVATE SECURITY INC

By: jeannette youssif
(Authorized Signature)

Type Name: JEANNETTE YOUSSIF

Title: Chief Financial Officer

Date: April 23, 2026

Attachment "2" – Cost Proposal

Each Proposer must submit a Price Proposal containing all costs associated with the technical proposal. The cost proposal shall describe both the total and the detailed price for which the consultant will commit to completing the total scope of work and end products. The cost proposal detail shall describe costs for each professional's time, for the completion of each proposed task, and for materials and supplies.

CROSSING GUARD SERVICES

Name of Contractor: WORLD PRIVATE SECURITY INC

In accordance with the Request for Proposal (RFP) for Crossing Guard Services Contract, the undersigned declares that he/she has carefully examined and read the RFP requirements and is familiar with the requirements therein contained, and proposes to furnish all labor, material, and supplies necessary to accomplish the terms of the maintenance contract at the following rates:

Sample Pricing Proposal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Crossing guard services per hour*	7,920**	1 hour	29.75	235,620.00
TOTAL PER YEAR 2026-2027	Two hundred thirty five thousand six hundred twenty and zero cents				

***Hourly Rate must include Split Shift Costs**
****Approximately 220.00 hours per week X 36 weeks = 7,920 hours per school year (LAUSD)**

Line Item	Description	Quantity	Unit of	Unit Cost	Total
		7,920	1 hour	$ 30.75	$ 243,540.00

TOTAL PER YEAR: Two hundred forty three thousand five hundred forty and zero cents

Remaining two years of contract

Executive Summary

World Private Security, Inc. (WPSI) is proud to be the **current provider of Crossing Guard Services for the City of Bell**, and we are honored to submit our proposal to continue this partnership. As the incumbent contractor, we bring an intimate knowledge of the City's needs, routes, schools, and community expectations, enabling a seamless transition and uninterrupted service. Since being awarded the contract, WPSI has successfully maintained the safety and security of students and pedestrians, demonstrating reliability, professionalism, and responsiveness in every aspect of our service.

The City of Bell's objectives — to ensure safe pedestrian crossings, maintain public confidence, and provide consistent coverage at all designated locations — are fully aligned with our organizational mission: to protect the community with the highest standards of professionalism and care. Our goal is to provide the city with a **turn-key program** that ensures efficiency, accountability, and continuous improvement while delivering exceptional service to students, staff, and the public.

How WPSI Will Achieve the City's Goals

1. **Seamless Continuity & Proven Experience**
    - As the current contractor, we already understand the unique requirements of each school, crossing location, and route.
    - Our team has built strong relationships with school staff, City officials, and the community, ensuring smooth operations and positive engagement.
2. **Comprehensive Recruitment & Vetting**
    - Our crossing guards are selected through rigorous screening, including criminal background checks, verification of guard cards, firearms permits (if applicable), and references.
    - Only qualified personnel who demonstrate reliability, professionalism, and strong communication skills are hired.
3. **Specialized Training Program**
    - Guards receive ongoing training in traffic safety, emergency response, child interaction, and conflict resolution.
    - Regular refresher courses and field coaching ensure high performance and adherence to City protocols.
4. **Strong Supervision & Accountability**
    - Onsite Supervisors, Field Supervisors, and the Account Manager provide direct oversight to ensure guards meet standards consistently.
    - Our Vice President of Operations and senior leadership are available to address operational concerns and maintain the highest service quality.
5. **Efficient Scheduling & Reliability**
    - Advanced scheduling systems and a pool of trained backup personnel guarantee coverage at all times, even during absences or emergencies.
    -

6. **Partnership & Communication**
    - WPSI maintains clear, timely communication with City staff, providing monthly reports, incident summaries, and updates on staffing and performance.
    - We value our partnership and aim to continuously improve service delivery based on City feedback.
7. **Commitment to Compliance & Quality**
    - WPSI fully complies with all federal, state, and local laws, including Equal Employment Opportunity requirements.
    - We maintain full insurance coverage and will continue to list the City of Bell as an additional insured.

Our Commitment to the City of Bell

By continuing our partnership, the City of Bell will benefit from:

- **Seamless continuity of service** with guards who are already familiar with locations, routes, and school communities.
- A **dedicated, experienced project team** including Account Managers, Field Supervisors, and Onsite Supervisors, ensuring professional oversight.
- **Highly trained crossing guards** committed to the safety of students and the public.
- **Ongoing commitment to excellence**, utilizing technology, best practices, and proactive management to exceed expectations.

World Private Security, Inc. is proud to have served the City of Bell over the past three years and looks forward to the opportunity to **continue providing outstanding Crossing Guard Services**, ensuring safe, secure, and reliable crossings for the City's students and community for many years to come

Company Background/Qualifications

Since 1998 and with over twenty years (20) of security service experience, World Private Security, Inc has provided quality, disciplined security guard service backed by experienced supervision and training to major corporations, governmental facilities, commercial and industrial clients. World Private Security, Inc. is a corporation owned and operated in Northridge California. We currently employee over 160 individuals. Our business hours are from 8am to 5pm, Monday to Friday, Saturdays and Sundays we are closed. Our business hours phone number is (818) 894-1800, Fax is (818) 894-1877, and 24-hour dispatch number is (818) 894-1800.

World Private Security Inc has been continuously providing a complete range of security services in the Greater Los Angeles area since 1998. As a service organization with years of experience, we have an established well-trained management team that will provide a prompt, decisive response to your needs. We are licensed by the State of California and have met all requirements for said licensing. We are insured with Liability insurance, Workers' Compensation and property damage and will exceed your requirements.

World Private Security Inc. is a national provider of security services with a large base of its clients in Southern California. We have a large, diversified client base consisting of many commercial customers and numerous government entities like, **the Los Angeles County Office or Education, County of Riverside District Attorney's Office, City of Los Angeles Department of Water and Power, City of Santa Clarita, City of Torrance Transit System and the City of Pomona Parks and Recreation, and many more.**

Our steady growth can be attributed to a business model that continues to provide uncompromising and communicative management support, timely and active problem resolution, and an overall superior level of service focused on exceeding every client's expectation. World Private Security, Inc is fully capable of handling any security related assignment, with all the necessary accoutrements, to provide the highest standard of service in the industry.

We are a financially solid firm with an extremely strong infrastructure. Our dedication to 100 percent client satisfaction is driven by a "client first" mind-set and methodology and supported by our vast local resources and experience. World Private Security Inc. has built its corporation on solid values of integrity, hard work, attention to duty and mission, and strong commitment to focus on the needs of its clients. We welcome the opportunity to demonstrate our competence, professional ability and innovative problem solving. One or our keys to success is our ability to find good people, provide the best possible training, uniforms and equipment, and to monitor these factors continuously.

A. Qualifications of the Firm

Coachella Valley Water District: we are currently servicing the Water District Chlorination System providing around the clock Armed Security Personnel, they oversee monitoring the level of Chlorine in the Monitors and advise the CVWD if any levels of Water of Chlorine are not in proper level. The Armed security officers maintain a log all visitors to the site. Discover and report/detain people attempting to gain access to the property, Prepare and submit reports on accidents, fires, unusual occurrences and unlawful acts on or near the property, observe and report safety hazards as required by CVWD procedures.

City of Santa Clarita, we provided security services for several locations including City Hall Buildings, security provides helpful information and direction to City Hall visitors, observing and reporting activities around the premises. We always maintain an up-to-date building emergency contact list, requesting that all people requiring after-hour building access sign in and out at security station in main lobby. Unlock and relock conference room doors for meetings listed on the meeting schedule which is provided to the officer by the Facility Supervisor each day. We secured five (5) Metrolink Stations where the officer is always visible to the public. While buses and trains are in the station, the security officer will be out on the platform area and patrolling bus loading areas. Special attention is directed to the tracks to advise passengers to stay away from the train tracks and out of path of travel for the buses. Because the first responsibility of a security guard on post is to ensure the safety and orderly use of the mass transit services (buses, trains), by the commuter, extra

guards are sometimes required to watch other portions of the facility site. During routine patrol of the facility, and while buses are on site and while commuters are waiting for the arrival of trains or buses, the guard observes and reports any unusual activities or incidents on a Field Incident Report. After the buses and or trains have left the station, the security guards must also conduct a walk-through of the facility and parking lot, making written notes of potentially hazardous conditions, landscape and maintenance needs, etc. Security guards is responsible for all written daily activity reports (daily) and incident reports related to criminal activity, hazardous conditions, citizen reports, specific incidents, etc.

Los Angeles County Office of Education, this government location since 2009. We serviced 10 Gain locations, and we have about 48 unarmed security officers from Captain, lieutenants, sergeants, and security officers. The security systems utilized at LACOE at various facilities and locations including the Education Center, security officers at main lobby to monitor a closed-circuit video monitoring CCRV systems alarmed doors with cards access features, and a fire alarm system. Security officers are capable of operation these systems and responding to emergency situations, including coordination with alarm suppliers, police, and fire departments. Security officers are also assigned to parking lot patrol. Computerized daily activity normal, and/or minor activities, as well as information to be passed along that occur during the previous security officer's shift. Prepare and files incident reports of any situation as they occur with both the security personnel and LACOE's Security Services Manager, monitor by the captain to be forwarded on a daily basis to the LACOE administrator.

World Private Security Inc has an extensive list of satisfied clients who we've provided security services, armed, unarmed and sometimes only strictly patrol services (gated communities, celebrities' homes). During 1999 – 2001 World Private Security, Inc provided security services for several **Los Angeles Department of Water and Power** facilities as a subcontractor under International Services Inc. During that period, we encountered emergency services due to the 9/11 incident, doubling the amount of qualified manpower in a short time and provided patrol vehicles for the security officers. During a period of high security, alert World Private Security, Inc could demonstrate the experience necessary to deal with unexpected emergencies that occurred. The following are current and previous satisfied clients.

World Private Security, Inc. has served twelve (12) locations for the **Los Angeles Department of Water and Power**, from 2008- 2009 as a prime contractor. Servicing facilities from Distribution Center, Water Reservoirs, Truck Line, providing protection of plant, property, equipment, material and personnel during any strike, threatened. Maintenance of peace and order, prevention of unauthorized access to LADWP facilities, property, patrol service, work effectively with law enforcement, fire safety and other emergency service agencies,. Security officers monitor CCRV and access control procedures as they applied to the field locations, officers and buildings. Provide 24hours field supervision. During the shift, the field Supervisor covered all assigned post and used a vehicle provided by World Private Security Inc, to travel from post to post. The work schedule required one field supervisor per shift.

World Private Security, Inc. provided security service for the protection of plant, property, equipment, material, and personnel during any strike, threatened strike, work stoppage or other interference with normal business operations. World Private Security, Inc. furnished all labor, equipment, uniforms and transportation; established and maintained an accurate timekeeping and payroll system to ensure that personnel are paid correctly. World Private Security, Inc. security personnel met high standards of appearance and demeanor, and at all times treated employees, visitors and vendors of the Department with the utmost courtesy and respect.

World Private Security, Inc. ensured that all logs, incident and daily reports were submitted to the Department in accordance with the schedule set by the Contract Administrator. World Private Security, Inc. notified the Department of hazards, safety violations or other conditions that warrant an unsafe condition. Establish and maintain for the duration of the Agreement acceptable basic and supervisory training programs. Maintained logs of all those, that enter and egress from sites.

World Private Security Inc. is an equal opportunity employer and does not discriminate against employees because of race, sex, creed, religion, color, or national origin, age, sexual preference, disability, or individuals with handicap, and veterans. World Private Security, Inc. complies with Equal Opportunity Employment and Fair Employment laws with all state local and federal agencies. World Private Security Inc. obtains copies of all Applicants' licenses, permits, guard card, firearms permit, California-issued Driver's license or Identification,

CPR/First-Aid, batons, pepper spray, social security cards, and annual training certificates of completion. All applicants go through a verification process before they are hired. World Private Security Inc. verifies that the applicant has a valid California identification and or driver's license, a valid guard card, and/or firearms permit issued by the Bureau of Security and Investigative Services (BSIS). We also verify the information online at www.bsis.ca.gov to make sure that it is current. All those who have applied for a California guard and firearms permit had to have passed a criminal background check. The process starts with submitting fingerprints to the California Department of Justice and the Federal Bureau of Investigation. Fingerprints submitted through the Live Scan process. Once we have completed the interview, we verify information with previous employers and with the references for work performance, then the candidate commences with a more detailed background check I-9 employment eligibility verification, Live scan, Medical, physical, Drug/alcohol test, and DMV records. Our criminal background investigation checks for felonies, misdemeanors, and traffic violations for the past ten years. Any candidate who fails to acknowledge a felony or misdemeanor conviction is not eligible for hiring.

World Private Security Inc. offers a multidisciplinary protective services portfolio. World Private Security Inc. provides uniformed guard services, armed and unarmed, loss prevention analysis; security officer training, special weapons and tactics training; design and provision of technologies; staff training, corporate acquisition surveys; airport fire crash-rescue, and firefight prevention, and rescue services; weapons of mass destruction training and logistics support services. World Private Security Inc. has uniformed, unarmed, and armed officers that trained in EMT I and prepared for any emergency that can occur. In the event of an attack, natural disaster, or accident, World Private Security Inc. can conduct emergency response operations when directed. Also can conduct homeland defense operations in our traditional role as an armed security services World Private Security, Inc. has a team of security professional to attend to the client's needs, at every level from our senior management to our field supervisors to ensure that World Private Security Inc. are qualified and prepared for our clients emergencies.

B. Debarred, Suspended, and/or Ineligibility

World Private Security, Inc. is not debarred, suspended or has otherwise been declared ineligible to contract by any federal, state, or local public.

Statement of Qualifications

World Private Security, Inc.

World Private Security Inc. (WPS) is a well-established and highly experienced security services provider with over 25 years in business and more than 20 years of industry expertise. Under the leadership of Jeannette Youssif and Sam William, our management team brings extensive hands-on experience in overseeing and delivering **Crossing Guard Services** for public agencies and municipalities. Their leadership includes direct account management for organizations such as the:

Los Angeles County Office of Education,

PACE Head Start Schools

City of Maywood

City of Anaheim

City of Carson

City of Davis—demonstrating a proven track record in managing programs that prioritize public safety, consistency, and community trust.

WPS Inc currently employs approximately 200 to 280 trained security professionals supported by many field supervisors, a 24-hour in-house dispatch center, and a comprehensive administrative, operations, and account management team. This robust infrastructure allows us to efficiently manage operations of any size, ensure uninterrupted coverage, and respond promptly to both routine and urgent service needs.

Our organization is built on the principle that the quality of service is directly tied to the professionalism, training, and accountability of our personnel. We recognize that each service environment is unique; therefore, we develop customized post orders, procedures, and training programs tailored to each client's specific needs. These procedures are continuously reviewed and refined to align with evolving operational requirements and safety standards.

Training & Compliance

Every WPS officer is fully licensed by the Bureau of Security and Investigative Services (BSIS). Beyond state requirements, we implement rigorous, contract-specific training modules designed to elevate performance and professionalism, including:

Advanced Customer Service & De-escalation

Tactical Communication

Site-Specific Emergency Protocols

All personnel undergoes thorough pre-employment screening and verification, and we maintain strict compliance with all regulatory and licensing requirements. Ongoing training and field supervision ensure consistent adherence to standards in performance, reporting, appearance, and conduct.

Supervision & Account Management

Supervision is a cornerstone of our service. Each client is assigned a dedicated Account Manager who is fully accountable for the success of the program and serves as the primary point of contact. Our Account Managers are empowered to proactively address concerns, implement improvements, and maintain clear communication. Field supervisors conduct regular site visits and performance evaluations to ensure all personnel meet and exceed expectations.

Emergency Preparedness & Operational Readiness

WPS is fully equipped to respond to emergency situations. Our personnel are trained in emergency preparedness, evacuation procedures, and incident response. We maintain strong working relationships with local and federal agencies and can rapidly deploy additional personnel in response to emergencies such as natural disasters or civil disturbances. Our scalable infrastructure ensures uninterrupted service and immediate operational support when needed.

Financial Stability & Commitment

World Private Security, Inc. is a financially resilient organization with the capital strength and operational stability required to mobilize and sustain contracts of any scale. Our longevity in the California market reflects our ability to adapt to evolving client needs while consistently delivering disciplined, high-quality service backed by strong oversight and accountability.

Our Value Proposition

We do not simply provide personnel to deliver a strategic partnership grounded in decades of proven experience. Our extensive work across thousands of sites throughout California enables us to anticipate client needs, implement best practices, and provide a level of professional oversight that distinguishes us within the private security industry.

As a certified minority- and women-owned business with the County of Los Angeles, WPS is committed to excellence, compliance, and community-focused service. Our philosophy, "No Compromise in Security: Every Life Matters," guides every aspect of our operations.

World Private Security, Inc. has built its reputation on reliability, professionalism, and performance. Our depth of experience, strong management structure, and unwavering commitment to quality service position us as a trusted and capable partner for any **Crossing Guard Services program.**

World Private Security, Inc. complies with Equal Opportunity Employment and Fair Employment laws with all state, local, and federal agencies. World Private Security, Inc. obtains copies from all applicants' licenses, permits, guard cards, firearms permits, California-issued driver's licenses or Identification, CPR/ First-Aid, baton, pepper spray, social security cards, and annual training certificates of completion. All applicants go through a verification process before they are hired.

World Private Security, Inc. provides uniformed guard services, armed and unarmed, loss prevention analysis, security officer training, special weapons and tactics training, design and provision of technologies, staff training, corporate acquisition surveys, airport fire crash-rescue, and firefight prevention services; weapons of mass destruction training and logistics support services.

World Private Security Inc. has uniform, unarmed, and armed officers that trained and prepared for any emergency that can occur. In the event of an attack, natural disaster, or accident, World Private Security, Inc. can conduct emergency response operations when

directed. Also, can conduct homeland defense operations in our traditional role as an armed security service. World Private Security, Inc. has a team of security professionals to attend to the client's needs, at every level from our senior management to our field supervisors, to ensure that World Private Security, Inc. is qualified and prepared for our clients' emergencies.

References

County of Riverside DPSS OFFICE — March 2014 to June 2019

Contact: Guillermo Hernandez
Address: 1400 West Minthorn Street
Lake Elsinore, CA 92530
Phone: (951) 358-3006

World Private Security, Inc. obtained a Contract with the County of Riverside Department of Public Social Services that has been in effect from March 2014 to June 2019. World Private Security, Inc., provided approximately 30 locations providing unarmed security guard services for multiple departments of Social Services.

County of Riverside DPSS Office — March, 2014 to 2024

Contact: Sean Lowe
Address: 2041 Iowa Avenue, Riverside, CA 92507
Phone: (951) 955-9564

Provide armed security guard services for 6 different locations in the County of Riverside. Provide armed and unarmed security service, and 24-hour field supervision. Patrol locations, inside and outside. Keep a lot of employees entering and exiting the offices.

City of Carson Crossing guards — From September 2017 to 2020

Contact Ky Truong
Address: 701 E. Carson Street
Carson, CA 90754
Phone 310-952-1700 xt 1603

Assist students and parents during the beginning of school hours, morning, and afternoon to safely cross the street. Control traffic for the safety of the students and parents.
Provide supervision for the sites and schools on a daily basis.

City of Santa Clarita — From July 2010 to June 2015

Contact: Dale Sargent
Address: 25663 Avenue Stanford
Santa Clarita, California 91355-2196
Phone 661) 294-2559 Office
(661) 294-2517 Fax
Email: Dsargent@santa_clarita.com

Provide security guard and patrol services for more than 20 different locations in Southern California. We provide unarmed security service for Metrolink Stations, Bus Transfer Station, City Hall, and Park lock-up patrol services for multiple parks in the City of Santa Clarita. Provide extra security for concerts, fairs, Fireworks shows and other special events. Provide client with activity reports, report any violations, emergencies, or unusual situations.

City of Pomona Parks and Recreation September 2009to 2019

Contact:	Robert Curiel
Address:	505 South Garey Avenue
	Pomona, Ca 91769
Phone:	(909) 620-3734 Office
	(909) 865-6509 Fax
Email:	Roberto_Curiel@ci.pomona.ca.us

Provide security officers for public library, Senior Events, City Hall, soccer field, special events, and nightly vehicle lock patrol service for multiple parks located throughout the City of Pomona.

Scope of Services

World Private Security, Inc. shall provide all labor, materials, equipment, and supplies required to administer and conduct the crossing guard service as specified by the City of Bell. World Private Security, Inc. shall ensure that a qualified school crossing guard is at the required location for the number of hours per day a guard is required each school day that schools are in session.

1. **Crossing Guards -** World Private Security, Inc. shall recruit, select, and employ crossing guards and alternate crossing guards as required to provide coverage at each crossing guard post on each day when guards are required in accordance with the adopted school calendars provided by the City of Bell.

   World Private Security Inc. shall remove and/or replace any assigned personnel deemed unacceptable by the City of Bell. Replacement personnel shall be available immediately after the removal of any personnel. World Private Security Inc. will notify the City of Bell of any changes in program management; all proposed alternates will be in accordance with training and qualifications requirements.

2. **Program Management –** World Private Security, Inc. shall provide a program manager as required to ensure competent and efficient management of the crossing guard service. World Private Security, Inc. understands and agrees that an Account Manager will be assigned by World Private Security, Inc., to carry out all requirements in this RFP, acting as a liaison with the staff of the City of Bell responsible for the program.

3. **Field Supervision-** World Private Security, Inc. shall assign a full-time principal crossing guard who shall be responsible for the field supervision of crossing guards. Field Supervisors shall be determined by World Private Security, Inc. World Private Security, Inc. will provide 1 Field Supervisor to no more than 25 crossing guards to ensure the success of the program. World Private Security, Inc. will notify the City of Bell, in writing, of the number of field supervisors to be assigned. All contact information will be provided to the City of Bell.

   World Private Security, Inc. shall maintain field supervisors who shall observe and evaluate crossing guard personnel as necessary to ensure efficient operation of the

program. Supervisors shall prepare a written report after each on-site visit. A Copy of this report may be inspected by the City of Bell at any time upon request.

4. **Minimum Standards for School Crossing Guards** - Recruitment and selection procedures shall be in conformance with the RFP. World Private Security, Inc. will screen all potential candidates to meet or exceed the qualifications specified in this RFP Scope of Work.

    - Crossing guards assigned to work under this contract must have had at least one year of experience in similar work, be a person of mature judgment, and possess a high degree of discretion.
    - Education - Each crossing guard employed to provide shall have a high school education or equivalent.
    - Skills - The crossing guards must be able to read, write, and speak the English language and must be able to write comprehensible reports.
    - Qualifications - Crossing guards provided by World Private Security, Inc. to provide services under the contract:
        - Crossing guards must be fully capable of performing duties requiring moderate to arduous physical exertion under either normal or emergency conditions. They must possess good distance vision.
        - Crossing guards must be mentally alert and capable of exercising good judgment, implementing instructions, and assimilating necessary specialized training. Emotional and mental stability is essential
        - Shall have the ability to give and follow oral instructions.
        - Shall have the ability to establish and maintain effective working relationships with children, parents, school, and law enforcement officials.
        - Shall have the ability to remain calm and use judgment and initiative in an emergency.
        - Shall have a working knowledge of basic First-Aid and CPR procedures.
        - Shall be of good moral character.

5. **Duties of Crossing Guards**

    - Halts vehicles, when necessary, by mechanical and hand signals to permit children to cross the road safely.
    - Maintains order among children assembled at street crossing points and permits them to cross only when they can do so safely.
    - Reports license numbers of motor vehicles whose drivers violate traffic laws or cross guard instructions to local law enforcement agencies.
    - Makes children aware of the elements of traffic safety and operation of pedestrian controls.
    - Follow safety regulations.
    - Instructs children assigned to the school safety patrol.

6. Selection Procedures for Crossing Guards -World Private Security, Inc., has very high standards for the hiring of its personnel. Beginning with the application process, we verified all previous and current employers. They are later called in to participate in an oral interview.

    Our interview consists of the following qualified personnel:

    1. One Executive
    2. One Manager
    3. HR Manager

Our comprehensive screening process focuses on:

1. Professionalism
2. Grooming and Image Standards (Replaces Personal Hygiene)
3. Honesty and Reliability
4. Aptitude and Temperament
5. Communication Skills (Oral and Written)

Emergency Response Readiness. During our interview, we screen for the following:

1. Professionalism
2. Personal hygiene
3. Honesty
4. Temperament
5. Ability to communicate, both verbally and in writing
6. Ability to handle a crisis.

After the interview, the applicant is given several written tests to check their abilities in the following areas:

1. Crime scene observation
2. Ability to describe a suspect with and without a weapon.
3. Ability to accurately put in writing an incident, including witnesses and government agency participation.

Security officers assigned to a government contract must meet the minimum requirement:

1. High School diploma or GED
2. 18 years of age.
3. Fluency in English or Bilingual.
4. Valid California driver's license and a three-year safe driving record.
5. Two to three years of experience
6. No convictions for a misdemeanor crime or higher
7. First Aid and CPR certifications.

Background Check:

Our criminal background investigation checks for felonies, misdemeanors, and traffic violations for the past ten years. Any candidate who fails to acknowledge a felony or misdemeanor conviction shall not be considered for hiring. During the year-long length of employment of any security officer assigned to any facilities, World Private Security, Inc. conducts annual background checks or more if needed.

Our background screening process is selective and vigilant. We are dedicated to recruiting and retaining individuals with characteristics of trustworthiness, motivation, and reliability. Once we have completed the interview, we verify information with previous employers and with the references, and then the candidate commences with a more detailed background check.

a) I-9 employment eligibility verification
b) Live scan Department of Justice (DOJ)
c) Medical physical
d) Drug/alcohol test
e) DMV records

World Private Security, Inc. will make all records available to the client upon request.


Employment Application
• Knowledge Assesment & Psychological Profile
Drug Screening and Background Check
• National Criminal Check
• Social Security Verification
• DMV Validation
• References Check
Personal Interview
Pre-Employment Orientation
Site Specific Orientation
• Client Overview
• Sexual Harrasment Training
• Customer Service Training
• Safety Training
• Green Initiative
Final Processing and Document Approval
• Additional State and Federal Requirements
Uniform and I.D.
Welcome to World Private Security

Background Screening

PURPOSE

The purpose of this policy is to ensure that individuals who join the World Private Security, Inc. workforce or are promoted to positions with certain responsibilities within World Private Security, Inc. are qualified for the positions for which they have applied and have accurately presented their qualifications during the hiring process. This policy also ensures that World Private Security, Inc. is exercising reasonable care in selecting its employees to promote a safe and productive working environment and workplace.

SCOPE

World Private Security, Inc. conducts various background checks on initial hires, rehired employees, and internal transfers/promotions, whether part-time, full-time, regular, contractual, or temporary. Current employees are subject to random annual background checks. Current employees who are registered as drivers for World Private Security, Inc., owned vehicles will have a driving record check conducted every three years by World Private Security, Inc.'s vehicle insurer, to verify insurability.

POLICY

For all positions, the hiring manager or his/her designee is responsible for checking professional references prior to an offer being extended. Any questions regarding whether references are satisfactory should be discussed with Human Resources.

All offers of employment (including internal transfers and promotions) are contingent upon complete and satisfactory findings of all applicable background checks as defined in the Systematic process section of this Policy. Background checks may include social security number search, previous employers, sex offender registry, credit report, criminal records search, verification of academic credentials, driver's license and driving record check, verification of occupational and professional licenses, drug/alcohol check, physical, and healthcare sanctions check. The Office of Human Resources coordinates the collection of all background check information with a third-party vendor.

Results of all applicable background checks received and evaluated before the individual begins to work. In urgent situations requiring a rapid employment action and with the approval of the Human Resources Office, an individual may begin to work pending successful

completion of the background checks, provided that professional references have been checked.

Human Resources, in consultation with the hiring manager, determines whether the individual is suited for employment in the position for which he/she applied. If unsatisfactory results are reported, Human Resources is responsible for interacting with the applicant in these cases and ensuring that World Private Security, Inc. is in compliance with the Fair Credit Reporting Act.

IV. BACKGROUND SCREENING PROCEDURE

The Assistant Vice President for Human Resources or designee shall determine in a manner consistent with what types of background checks are required for each position. Factors in making this determination include, but are not limited to, whether the position involves:

- Direct responsibility for the care, safety, and security of people, including children and minors, or property.
- Direct access to, or control over, cash, checks, credit cards, and/or credit card account information.
- Responsibility for operating a company-owned vehicle.
- CDL drivers operating company-owned vehicles for the purpose of transporting employees and others.

STEP- BY- STEP PROCESS
Prior to advertising an open position, the hiring manager or his/her designer, in consultation with Human Resources, will identify the position as one that requires a background investigation. The hiring manager will then send an email authorizing Human Resources to charge the cost of the background investigation to the appropriate office of the vice president.

1. Position advertisements (postings) will contain a notification to applicants that, prior to hiring, the final candidate must successfully pass a pre-employment background investigation.
2. After checking references, the hiring manager will identify the preferred candidate(s), make an offer to the candidate, and indicate "Pending Background Check" in the Application tracking system.
3. A Human Resources Representative will confirm that a Disclosure and Consent to background check was signed by the selected candidate.
4. When Disclosure and Consent to background check forms are received, Human Resources will input the candidate's required information in the vendor website. Data will be sent electronically to the vendor to perform the background investigation.
5. Background verifications will be completed by the vendor and the results sent electronically to Human Resources.
6. If the background investigation is satisfactory, Human Resources will indicate "Background Check Approved" in Application tracking system. This status change

will trigger an email to be sent to the hiring manager confirming that the candidate has passed the pre-employment background investigation.

7. Hiring manager will change applicant status to "Offered Job, Accepted Offer" and proceed with the hiring process in the Application tracking system.
8. If the background check reveals an unsatisfactory finding relevant to the position, the individual may be disqualified from holding the position. In making such a decision, Human Resources, along with the hiring manager/chair and the divisional vice president, will consider the nature of the finding, the job for which the applicant is being considered, when the event occurred and the applicant's conduct, performance and/or rehabilitation efforts since. When appropriate, outside counsel and other relevant experts will be consulted. If the possibility of adverse action exists, Human Resources will provide a Pre-Adverse Action Notice along with a copy of the report and a notice of rights to the candidate.

The candidate has a period of 7 calendar days to rectify disputed information with the vendor. If the candidate fails to contact World Private Security, Inc. on time to indicate that the matter has been resolved, the hiring manager may proceed with the hiring process and select another candidate.

If the decision is made not to hire the candidate, a Final Adverse Action Notice is mailed via certified mail to the candidate by Human Resources explaining the reason for not hiring, along with an additional copy of the background report, the contact information of the vendor, and a statement that this agency did not take the adverse action and cannot explain why it was made.

All information received in the background investigation process will be maintained by Human Resources in confidential, secure files, separate from employee personnel files, with access allowed only to those who have a need to know.

Drug and Alcohol Policy

Statement of Policy

World Private Security Inc. has a responsibility to provide a safe and productive work environment for all of our employees. World Private Security, Inc. has a particular concern about drug and alcohol abuse, since these can have a serious effect on an employee's productivity and job performance and may jeopardize the safety of the client, employee, and his/her co-workers.

NOTE: In this Policy, the term "Substance Abuse" will be used to mean the use or abuse of or dependence on illegal drugs, alcohol or drugs that can be prescribed legally, but are used in a manner inconsistent with the prescription.

Therefore, World Private Security, Inc. does not accept the following behavior by our employees:

- Current use of illicit drugs
- Abuse of legal prescription or over-the-counter drugs or alcohol
- Sale, purchase, transfer, use, or possession of illegal drugs or prescription drugs obtained illegally.
- Arrival for work under the influence of illegal drugs or alcohol.

Employees will be subject to urine testing or drug and alcohol testing where reasonable suspicion exists that an employee or employees are under the influence of drugs and alcohol. In addition, safety-sensitive positions are subject to random urine testing.

All employees, including Supervisors and Managers, performing safety-sensitive functions are required to participate in the Company Training Program, and will receive on the effects and consequences of prohibited drug use; on personal health, safety, and the work environment, and the signs and symptoms which may indicate prohibited drug use. The Medical Requirements Officer will conduct all required training quarterly.

PARTICIPATION AS A REQUIREMENT OF EMPLOYMENT

World Private Security, Inc. expects its employees to report for work fit for duty with NO illegal drugs in their bodies. Violation of this Policy can result in sanctions against the employee up to and including termination of employment.

All individuals must pass a drug test for the employer before employment or assignment in a safety-sensitive function, including employees who are promoted or transferred from a non-covered to a safety-sensitive position.

Any employee with an illegal drug in his/her body who becomes involved in any incident affecting person or property while on duty, or on World Private Security, Inc.'s property, is subject to immediate Termination.

If existing employees are having work performance problems, display abnormal behavior that may be drug-related, or otherwise demonstrate conduct that may violate this Policy where immediate supervisory action is necessary, a supervisor will follow these steps:

1. Confront the employee privately, stating his/her suspicions and asking for an explanation.
2. If suspected contraband is involved and the Supervisor is not satisfied with the explanation, the contraband will be confiscated, and a receipt will be issued. (If the employee claims that pills suspected of being contraband are prescription drugs, only a single pill will be confiscated for testing.)
3. If the employee seems to be "Under the Influence", the Supervisor will escort the employee to the medical facility for a urine test. Non-cooperation will result in termination of employment. If appropriate, the authorities are to be notified that a terminated ex-employee is leaving the premises.
4. The Supervisor will then identify witnesses and prepare a detailed written statement describing his/her observations, what was said, materials seized and any other facts. All conclusions (e.g., employee appeared to be under the influence of something; employee was insubordinate, etc.) should be supported by facts (e.g., speech was slurred, eyes did not focus, concentration wandered, employee said or did certain things, etc.). Witnesses are to be listed for future reference.
5. The Supervisor must advise the most senior manager on the premises of the incident.

Employees refusing to comply with the provisions listed above will be assumed to have voluntarily quit and will be treated accordingly. There will be no exceptions to this Policy.

Drug Screening Policy

Purpose

World Private Security, Inc. has adopted a drug screening policy to prevent the hiring of individuals into safety-sensitive positions who are under the influence of prohibited drugs.

PROCEDURE

1. Human Resources determines that all positions will be covered by this policy based on the job duties of the position. All positions are deemed to be safety sensitive. The following language will be added to the minimum qualifications of the position description: Final candidates must submit and successfully pass a post-offer drug screen. This language will also appear in the position requisition (posting) so external applicants are notified that they must submit to a post-offer drug screen.
2. When recruiting for a position, hiring managers should ensure that all steps within the requisition process are followed. The hiring manager will have all external applicants interviewed sign the Drug Screening Form.
3. Once all applicable background checks are completed and approved on the final candidate, the hiring manager will change the applicant's status to Finalist Recommendation and should proceed with the offer approval process in the online system.
4. When the offer has been approved (the status of the requisition will be at Ready for Offer), the hiring manager will extend a job offer to the final candidate – conditional on the successful completion of the drug screen, if applicable- and the hiring manager will change the applicant's status to Offered Job.
5. If the final candidate accepts the conditional offer, the hiring manager (or designee) will:
    - Change the applicant status to Pending Drug Screen.
    - Email the appropriate contact with the candidate's name, World Private Security, Inc. contact information, and the candidate's deadline date for the drug screen. The assigned HR Partner/Specialist should be copied on the email.
    - Inform the final candidate they must take the drug screen at an approved lab facility within 3 business days of the offer. They must take a picture ID with them.
6. If the final candidate declines the conditional offer, the hiring manager will change the applicant's status to the appropriate Not Hired reason.
7. If the final candidate accepts the conditional offer but fails to submit it to the drug screen within 3 business days, the hiring manager will revoke the conditional job offer and change the applicant's status to Not Hired - Did Not Complete Drug Screen.
8. Upon receipt of the drug screen results, the HR Partner/Specialist will:
    a. If results are negative, change the applicant's status to Drug Screen Approved and contact the hiring manager.
    b. If results are positive:

1. Contact the hiring manager to communicate the results.
2. Contact the applicant to communicate the results and rescind the job offer.
3. If necessary, refer the final candidate to the approved lab facility for questions.
4. Change the applicant status to Not Hired – Drug Screen Not Approved.

9. The Hiring Manager, upon receipt of the results, will:

5. If results are negative, contact the final candidate and move forward with the hiring process.
6. If results are positive, since the job offer is being rescinded, move forward by identifying another suitable candidate in the applicant pool or by reposting the position.

10. All information received in the drug screening process will be maintained in confidential, secure files, separate from employee personnel files, with access allowed only to those who need to know.

7. Training Program –

World Private Security, Inc. shall provide each crossing guard with appropriate training for the position of crossing guard before assigning a guard to any post. The training program shall include:

- A general indoctrination concerning the rules and regulations of employment.
- Instructions on the proper handling of required reports, including time reporting and reporting of children and traffic violators to the appropriate authorities.
- Crossing guard techniques appropriate to the guard post.
- Basic rules of first aid as established by the American Red Cross.
- Public relations instructions, including the importance of image, dress and appearance, attitude, and general demeanor of a crossing guard.
- Telephone numbers and addresses of the schools are served by the crossing guards and local law enforcement, and emergency assistance agencies.

The training program may be conducted by World Private Security, Inc. Program Manager at the crossing guard post if required. Refreshment training will be provided once each year. Refresher courses will be provided by World Private Security, Inc. as required to assure the success of the program. World Private Security, Inc. will maintain training program records during the period of the Contract and for three (3) years thereafter. Such records shall be available for review by the City of Bell Bar upon request.

8. Materials And Supplies To Be Provided By Contractor-

World Private Security, Inc. shall provide each crossing guard with the following:

- Crossing guard arm band with World Private Security, Inc. insignia, Regulation size, hand-held stop sign
- Brass or plastic whistle
- Traffic safety vest
- Yellow raincoat
- Traffic control flashlight
- Pocket-size notebook and pencil

It is the responsibility of World Private Security, Inc. to purchase and provide all crossing guards with the above-referenced items.

TRAINING PROGRAM CROSSING GUARDS

INTERSECTION PROCEDURES

A crossing guard must only supervise a marked crosswalk that has been approved by the traffic authority.

A crossing guard is not to stop or delay traffic unnecessarily.

A strong work ethic with a work history of stability, reliability, dependability, and flexibility.

Willingness to work a physically demanding job with school-aged children.

Excellent judgment, decision-making and patience in dealing with pedestrian and vehicular traffic.

1. The guard should stand at least one step back from the curb and hold the students to form a group.

2. Wait for a safe gap in traffic, activate the pedestrian amber warning light device, if available, and carefully step one foot into the crosswalk. Extend the stop sign at shoulder level toward the center of the street or roadway and wait for the traffic to stop.

3. Use eye contact to ensure all drivers see you. Look behind the vehicles that have stopped. Be sure there are no passing vehicles.

4. Ensure all traffic has stopped and it is safe to proceed before moving to the center of the crosswalk.

5. When you are in a position in the center of the street and it is safe, direct the students into the crosswalk.

6. Keep the stop sign raised until all the students have cleared the crosswalk and you have returned to your position on the curb area.

Note:

A. Bicyclists using a crosswalk must walk the bicycle.

B. When large groups of students leave the school at one time, do not hold up vehicle traffic unnecessarily. Cross them into groups.

INSTRUCTIONAL NOTE: Demonstrate the technique that we want. Use members of the group to walk through the procedure.

ADDITIONAL POINTS

1. Wait for groups of children/adults to cross. Example: two children waiting at the crosswalk and a group is approaching. Hold the two until the other arrives and cross as a group. This will ensure that motorists will come to respect your consideration for their needs as well as those of the children.

2. DO NOT think the Stop sign will automatically stop all vehicles. Make sure all traffic is stopped before proceeding into the intersection.

3. DO NOT step in front of vehicles. Allow the motorists to stop. NOTE: We will be discussing stopping distances of vehicles in a few minutes, so for now, remember that a small, light sign will not instantly stop a 3000 lb. car. Keep yourself safe, and you will keep the children safe.

4. Work with the traffic lights where available. NOTE: The flashing hand means to continue to cross in the crosswalk if you have already set out but do not start to cross the crosswalk. Guards should watch approaching students to ensure they halt. DO NOT cross against the lights - EVER!

5. Report unruly students to the school principal as well as students who are crossing outside the crosswalk area.

6. Talk to the children; educate them as to what you want them to do. Example: Wait, Walk. No running... Walk bicycles through. Do Not stop traffic to allow bicycles across. Bicycles are vehicles and are subject to the Motor Vehicle Act just as cars are.

7. Enter the crosswalk first and then direct the children across when all traffic is stopped. Ensure the children remain on the sidewalk until you have all traffic stopped.

8. DO NOT leave the crosswalk until the children are clear of it.

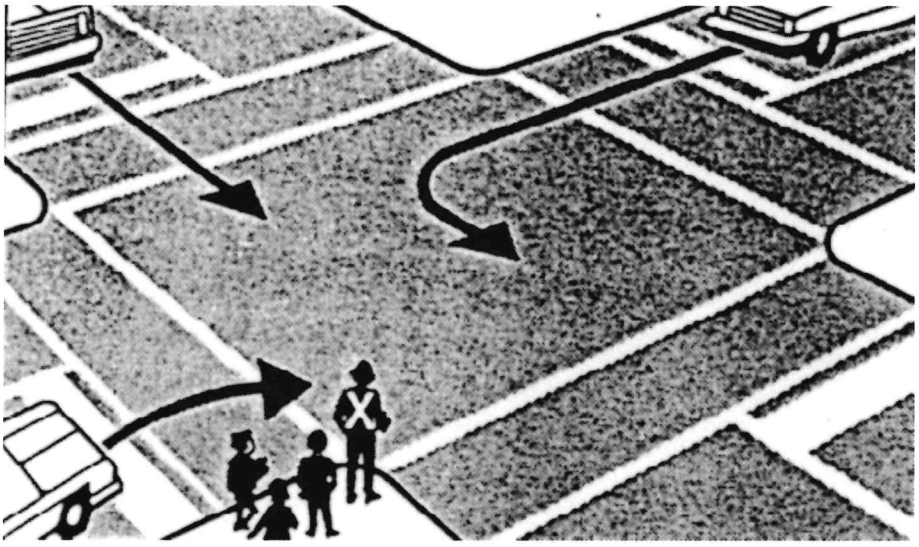
9. Keep your sign held up high until you are clear of the crosswalk. NOTE: Most drivers will respect your presence more if you keep the sign elevated. Dropping it to your side indicates to them it is safe for them to proceed, and could result in confusion and danger to yourself.

10. It is important to remember that any vehicle that comes to a stop too close to your crosswalk presents a potential hazard. A stopped vehicle could be struck from behind by an inattentive driver and pushed into you or the children who are in the crosswalk. Be continually aware of approaching or following vehicles.

11. On multi-lane streets, i.e., two or more lanes in one direction, it is important that you remember that a vehicle stopped in one lane can obscure your vision of a vehicle that is not stopping in another lane. It can also prevent you from oncoming traffic. Be aware of what is happening in every lane before you direct the children to enter the crossing. Remain in the center of the roadway and keep a good eye on traffic in all lanes for oncoming traffic.

SITUATION "A" - ONE GUARD

Crosswalk at standard intersections or mid-block; 2-lane or multi-lane without a median

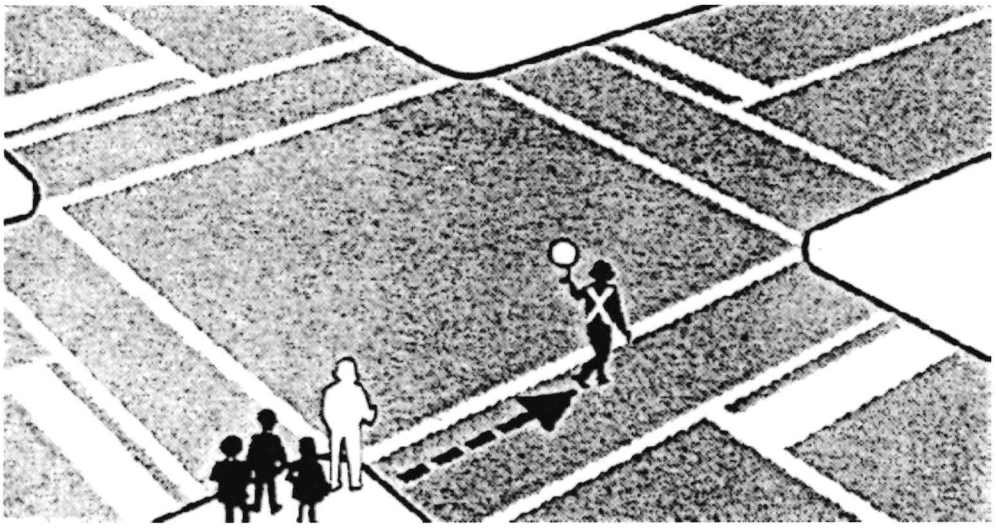


Step 1

Hold students - use eye contact to check traffic

1. Wait for a break in traffic

2. See Intersection Procedures, steps 2 - 4

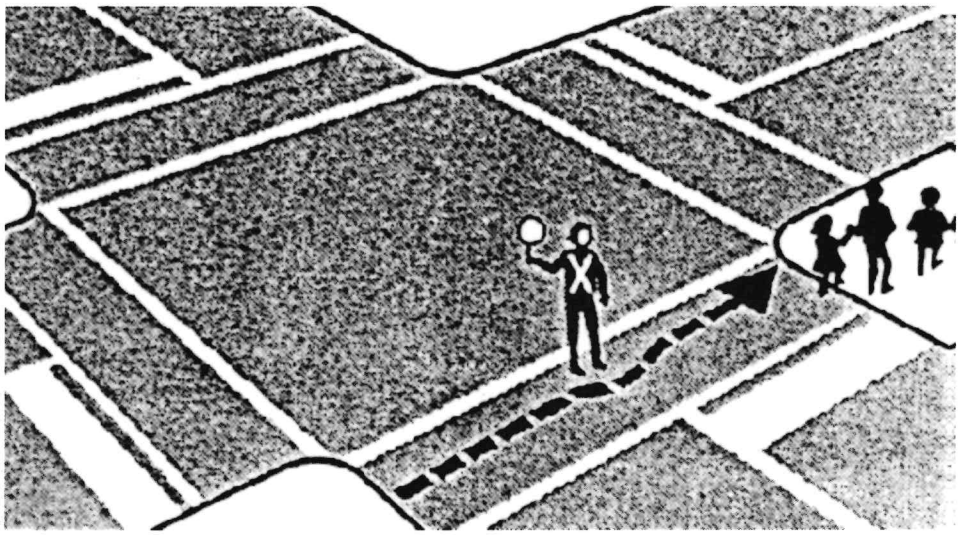


Step 2

When traffic has stopped, and it is SAFE, direct the students to cross

SITUATION "A" - ONE GUARD (Continued)

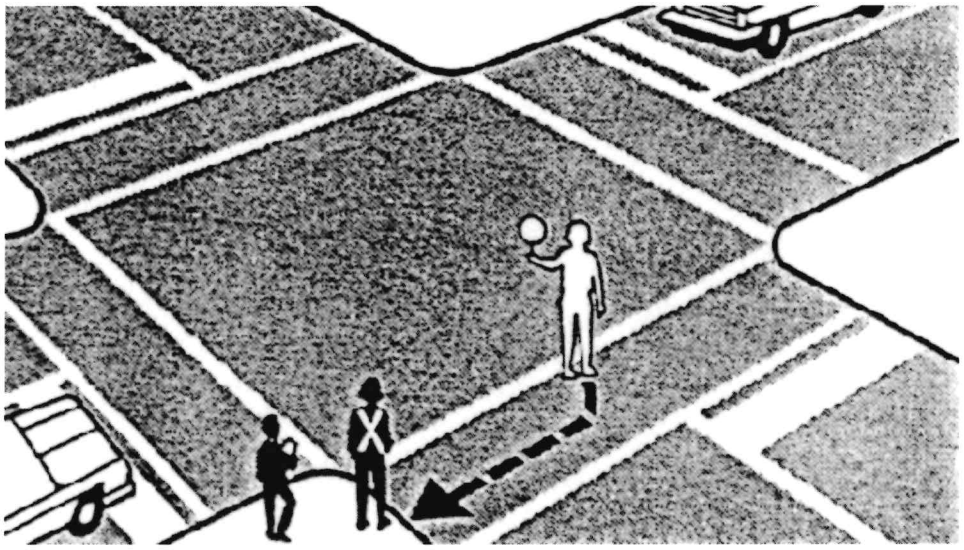
Crosswalk at standard intersections or mid-block; 2-lane or multi-lane without a median



Step 3

After the students have crossed, keep your sign up and return to the curb

Step 4



Wait for the next group of students and repeat the procedure

Incident Procedures

MINOR INCIDENT

(Students fall or are nearly struck but continue to go to school or home)

1. Record the name and address of the student

2. When duties are completed, report the incident to the school principal and to your supervisor.

3. Make a written record of what happened, complete with any witnesses and vehicle description.

MAJOR INCIDENT

(Students are struck and injuries are obvious)

1. Immediately request a witness or passerby to call the police and ambulance. Call 911

2. Check for injuries (DO NOT attempt to move the injured student)

3. Ask any bystanders for assistance if necessary.

4. Protect the victims until police and medics arrive.

5. A full written report must be made to the police within 24 hours. Your supervisor will assist you in preparing this report. Vehicle identification should include make, color, license plate number, and description of the driver.

REQUIRED EQUIPMENT

Materials and Supplies to Be Provided By Contractor-World Private Security, Inc. shall provide each crossing guard with the following:

1. Vest:

Must meet or exceed minimum specifications standards, such as covering the guard's chest and back and having retro-reflective strips on both front and back. The vest must be worn over all other clothing and is NOT to be worn as the only item of apparel. Vest must always be clean.

2. Hand-Held Stop Sign:

Must meet or exceed minimum specifications of provincial standards, such as dimensions of 30cm by 30cm, not including the handle and made with retro-reflective material.

Note: A. Sign faces must always be clean and protected from damage.

RECOMMENDED EQUIPMENT

1. Whistle

Must meet or exceed minimum specifications standards:

OPTIONAL EQUIPMENT

1. Hat or Cap:

Should be a highly visible color, such as hunter orange, and made with retro-reflective strips attached. Hats also provide screening against the damaging effects of UV exposure.

2. Raincoat:

Should be a highly visible color, such as hunter orange, and made with retroreflective strips attached.

3. Pencil & Notebook:

For recording details of dangerous incidents for subsequent reporting to the supervisor.

Insurance- World Private Security, Inc., will, throughout this contract, maintain insurance coverage level stated in the RFP and Contract requirements. Please see the attached insurance certificate that has been enclosed with this RFP.

REFERENCES

World Private Security, Inc. has provided crossing guard service for **Pace HeadStart** from 2003 to 2020. Providing crossing guards for multiple locations throughout Los Angeles County. Services included ensuring that kids do not enter the intersection until they are signaled to do so, enforce the rules of crossing the street, document those who are violating the rules he instructs them, whether it be pedestrians or of vehicles that do not respect the laws and reporting it to the school, reporting accidents or incidents to the proper officials, emergency, local law enforcement agency and/or school administration.

Pace Headstart
1055 Wilshire Boulevard, Suite 1050
Los Angeles, CA 90017
Ester Padron
(213) 989-3103
September 2003 to 2021
$172,296.09

City of Santa Clarita July 2010 to 2015
25663 Avenue Stanford
Santa Clarita, California 91355-2196

Dale Sargent
$300,000.00 Annual
(661) 294-2559 Office
(661) 294-2517 Fax
Dsargent@santa_clarita.com
Provide security guard and patrol services for more than 20 different locations in Southern California. We provide unarmed security service for Metrolink Stations, Bus Transfer Station, City Hall, and Park lock-up patrol services for multiple parks in the City of Santa Clarita. Provide extra security for concerts, fairs, Fireworks shows and other special events. Provide client with activity reports, report any violations, emergencies, or unusual situations.

Los Angeles County Office of Education (LACOE) July 2016 to 2018
9300 Imperial Hwy
Downey, California

Craig Wilde $1,191,000.00 Annual
(562) 922-6220 Office
(562) (562) 922-6194 Fax
Provide security guard services for 13 different locations in Southern California. We provide unarmed security service, a vehicle for site inspections, Video Surveillance, Parking Entry and degree from building, verify proper identification, sign in and out, daily activity reports, report any violations, emergencies, or unusual situations.

City Of Pomona Parks and Recreation September 2009 to 2020
505 South Garey Avenue
Pomona, Ca 91769

Bruce Jacobson
$101,952.00 Annual
(909) 620-3734 Office
(909) 865-6509 Fax
bruce_jacobson@ci.pomona.ca.gov
Provide security officers for public library, Senior Events, City Hall, soccer field special events, and vehicle lock patrol up for multiple park locations throughout the City of Pomona.

Housing Authority of the City of Los Angeles August 2010 to 2019
2600 Wilshire Boulevard
Los Angeles, California 90057

Scott Butler
(213) 252-2757
World Private Security, Inc. obtained a Contract with Los Angeles County Housing Authority that's has been in effect since August 2010 to present. World Private Security, Inc. has 10 locations providing armed services for multiple housing projects in the Los Angeles County.

City Of Pomona **Parks and Recreation** September 2009 to 2020
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Proposal Terms of Agreement.

Terms of Agreement

World Private Security, Inc. ("WPSI") respectfully submits the following terms in connection with our proposal:

1. **Compliance with RFP Requirements**
   WPSI has carefully reviewed the City of Bell's Request for Proposal (RFP) in its entirety and hereby affirms that we take no exceptions, deviations, or qualifications to any requirements, specifications, or terms outlined therein. Our firm is fully prepared to perform all services in strict accordance with the RFP and the City's standards.
2. **Conflict of Interest**
   WPSI confirms that there are no past, present, or potential conflicts of interest that would impair our ability to perform the services required under this contract. We have not engaged in, nor do we anticipate engaging in, any activity or relationship that would compromise our objectivity, independence, or fiduciary responsibility to the City of Bell.
3. **Insurance Requirements**
   WPSI currently maintains and will continue to maintain all insurance coverage required under the RFP, including general liability, workers' compensation, and automobile liability. Upon award of the contract, the City of Bell will be named and endorsed as an additional insured on our policies, with all required certificates of insurance promptly provided.

4. **Performance of Services and Fees**
   All services provided by WPSI will be performed in full compliance with the scope of work, standards, and expectations outlined in the RFP. Fees for services will be invoiced strictly in accordance with the City's requirements and approved contract terms, ensuring transparency and accountability in all billing matters.
5. **Compliance with Laws and Regulations**
   WPSI will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of services under this contract. This includes, but is not limited to, compliance with labor laws, licensing requirements, nondiscrimination policies, and health and safety regulations.

Commitment to Partnership
World Private Security, Inc. is dedicated to providing professional, reliable, and high-quality security services while fostering a collaborative and transparent partnership with the City of Bell. We are committed to exceeding expectations, maintaining open lines of communication, and ensuring the safety and well-being of the community throughout the term of the contract

Certification of Proposal

World Private Security, Inc. hereby submits this proposal and agrees to be bound by the terms and conditions outlined in the Request for Proposal. We certify that no elected or appointed official, officer, or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work related to it. Furthermore, should an agreement be approved, we affirm that no elected or appointed official, officer, or employee of the City shall have any direct interest in the agreement or receive any material benefit arising from it during their service with the City.

We further acknowledge that we have carefully reviewed our proposal and fully accept responsibility for its accuracy, completeness, and compliance with the requirements of the RFP. We understand and agree that the City is not responsible for any errors or omissions on our part and that the City reserves the right to accept or reject any or all proposals, as well as to waive any informality or irregularity in the proposals received.

World Private Security Inc. reaffirms its commitment to providing the highest quality services, in full compliance with all applicable local, state, and federal laws and regulations, should we be selected. Our proposal includes all required commentary, figures, and data as outlined in the RFP, and we **confirm that it shall remain valid for a period of ninety (90) days from the date of submission.**

Respectfully submitted,

Jeannette Youssif, CEO/CFO

World Private Security Inc

Proposal Terms of Agreement.

Terms of Agreement

1) **World Private Security, Inc. has no exceptions or deviations to this RFP**
2) **World Private Security, Inc. does not and has not in the past, ongoing, or potential conflicts of interest, to fulfil the requirements of this contract.**
3) **World Private Security, Inc. currently meets all insurance requirements stated in this RFP and will endorse the City of Bell as an additional insurance company.**
4) **All services are to be provided, and fees will be paid by the City's RFP.**
5) **World Private Security Inc. will comply with all federal laws and regulations.**

PROPOSED PROJECT TEAM

World Private Security, Inc. (WPSI) is committed to providing the City of Bell with a highly qualified and responsive project team to ensure the effective management and delivery of Crossing Guard Services. The organizational structure ensures clear lines of authority, accountability, and communication at every level.

1. **Contract Administrator**
   The Contract Administrator will serve as the primary liaison between WPSI and the City of Bell. This role is responsible for overseeing contract compliance, ensuring performance standards are met, and addressing any concerns or adjustments to service. The Contract Administrator will also coordinate with City officials on reporting, performance reviews, and contractual updates.
2. Jeannette Youssif will be the Contract Administrator and Liaison for the City of Bell Crossing Guards Contract
3. **Account Manager**
   The Account Manager is directly responsible for day-to-day contract operations. This role ensures that the project is fully staffed, services are delivered as agreed, and performance expectations are consistently achieved. The Account Manager will also monitor client satisfaction and immediately address any issues or special requests.
   Sam William, our operations Manager, will be assigned as the Account Manager.

3. Scheduler
The Scheduler is responsible for preparing, updating, and distributing weekly and monthly schedules for all Crossing Guard personnel. This ensures adequate coverage at all designated locations, accounting for holidays, absences, or emergencies. The Scheduler works closely with the Account Manager and Field Supervisors to maintain seamless operations.

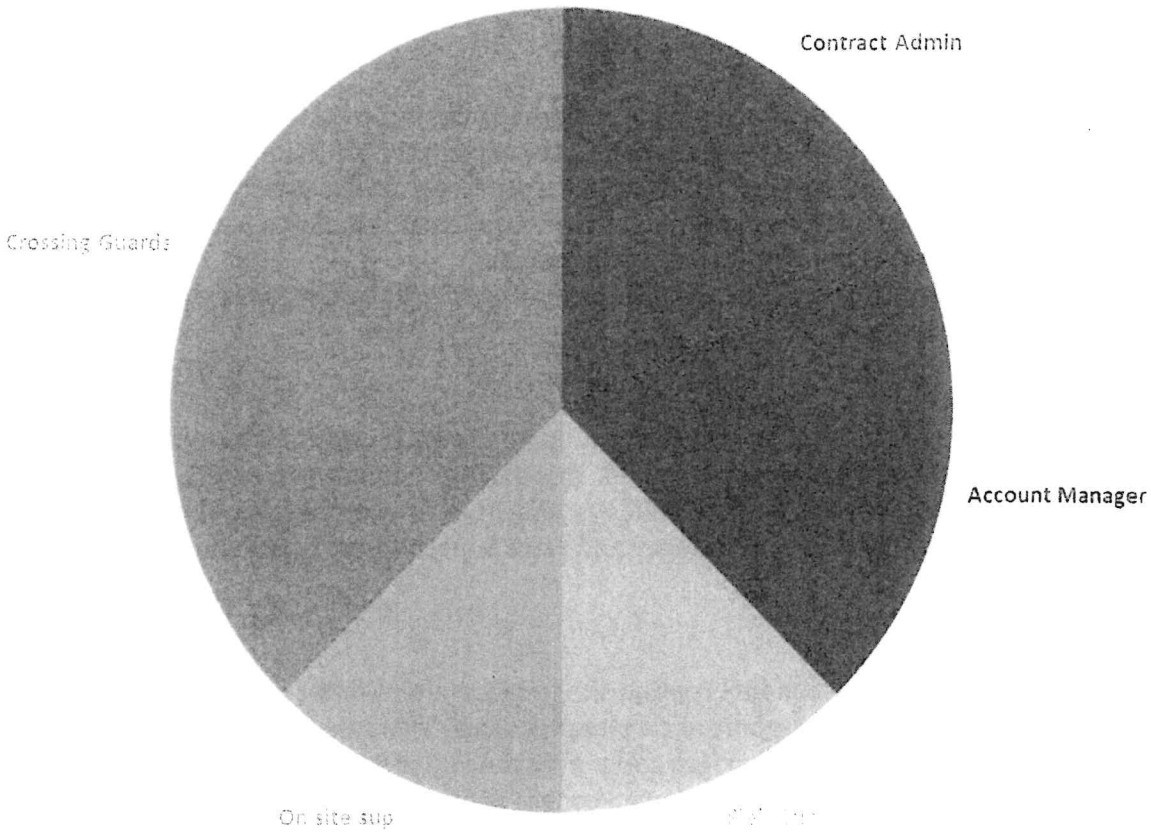
4. Field Supervisor
The Field Supervisor will conduct routine site inspections, monitor officer performance, and provide coaching and support to on-site personnel. This role serves as the operational bridge between the Account Manager and the Onsite Supervisors, ensuring policies, post orders, and procedures are being followed consistently.

5. Onsite Supervisor
The Onsite Supervisor will be present at designated locations to directly oversee Crossing Guards, assist with immediate concerns, and report daily activities to the Field Supervisor.

This position ensures proper uniform standards, adherence to procedures, and effective communication with school and community stakeholders.

6. Crossing Guards
The Crossing Guards represent the front-line personnel who ensure the safety of students and pedestrians at designated crossings. They are trained in traffic safety, emergency response, and client-specific procedures. Crossing Guards are expected to maintain professionalism at all times while delivering reliable and attentive service.

ORGANIZATIONAL CHART



MELISSA

Operations Manager/ Security Director

Summary:

Over Nine years of comprehensive loss prevention experience, with regional responsibility. Skilled in high-performance positions of increased complexity and responsibility. Maintain low personnel turnover by initiating and implementing selection procedures, including drug screening, psychological testing, DMV background checks, and corrective measures.

Professional Experience

WORLD PRIVATE SECURITY, INC. 2010-Present

Security Director

- **Report directly to the vice president to ensure that all company operations run smoothly in all areas of security and provide the best possible service to all our clients.**
- **Responsible for communication with all clients and establishing client relationships.**
- **Responsible for ensuring that upper Management is constantly kept informed of all situations in the field that might be derogatory in nature to the company or anything that might impact any of our accounts.**
- **Coordinate; ensure that sufficient manpower is available to accounts with qualified security officers.**
- **Ensure that company policies are followed to the letter and accomplish World Private Security, Inc. security missions.**
- **Ensures that continuous direction, training, guidance, and supervision are given to supervisors and schedulers to ensure that he/she has qualified officers for all accounts.**
- **Ensure that an ongoing on-the-job training program is in place for all World Private Security, Inc. security personnel.**
- **Ensure that a morale and welfare program is in place for all World Private Security, Inc. security personnel.**

Job Skills

- **Training' officers on site while the company's policies and procedures**
- **Patrolling parking lots**
- **Training 'on observation and report as well as safety in my workplace. How to communicate with suspects**
- **How to deal with employees on your worksite**
- **Set meetings with post commanders.**
- **Set meetings with all area supervisors for the company.**
- **Responsible for orientation of all new hires.**
- **Responsible for training all new hires**
- **Responsible for safety training of all employees.**
- **Onsite inspections of all client locations regarding client issues as well as safety regulations.**
- **Oversee scheduling of all security officers.**
- **Responsible for orientation of all new hires.**
- **Responsible for training all new hires**
- **Responsible for safety training of all employees.**
- **Onsite inspections of all client locations regarding client issues as well as safety regulations**

SAM ATALLA

Operations Manager

Summary:

Experience in leading a group of security professionals, directing and prioritizing their work in a manner that rallies support within the group. Ability to integrate work across relevant areas, develop the business and services to enhance customer satisfaction and productivity, manage information, and provide exceptional service to internal and external customers.

Professional Experience

WORLD PRIVATE SECURITY, INC. 2018-Present

Operations Manager

- Prepared the overall security plan and managed the security operations of the organization, including assignments and staffing.
- Directed the investigations of property loss, thefts, and unlawful activities.
- Provide timely reports to the firm Management.
- Manages all the security costs through financial analysis and contractor/vendors negotiation.
- Maintained and conducted a routine checkup of several sites in the firm and analyzed shortcomings present in it
- Conducted annual research on crime risk analysis for the firm on the basis of current crime rate prevailing in the location

Job Skills:

- Motivating and directing people
- Agile and attention to detail

- In-depth knowledge and understanding of security legislation
- Ability to handle confidential information
- Able to work independently and as a team member
- Knowledge of Security Environment and related hazards
- Strong problem-solving skills
- Goal orientated with a willingness to make commitments and see work through to completion.
- Ability to identify security controls for applications, systems, processes and organizations.
- Ability to integrate security controls on new projects.
- Ability to achieve results through others by providing leadership and resource planning including prioritizing activities, delegating and monitoring the progress of assignments, and holding employees accountable for results.
- Ability to manage talent and create effective teams by selecting and developing employees to fill talent gaps.
- Ability to motivate self and others to overcome obstacles and achieve goals.
- Ability to accurately analyze information and make sound decisions that have a considerable business impact on day-to-day operations.
- Experienced in developing and implementing strategic plans
- Effective resource and project planning, decision making, results delivery, and staying current with relevant technology and innovation.
- Strong personal mastery, including ethics, influence and negotiation, leadership, interpersonal skills, communication, the ability to effectively manage stress, and engage in continuous learning

AGENDA ITEM 12

City of Bell
Agenda Report

DATE: June 24, 2026

TO: Mayor and Members of the City Council

FROM: Rita Montalvo, P.E. Public Works Director
Rey Alfonso, P.E., City Engineer

APPROVED BY: Michael L. Antwine II (e-signature)
_____
Michael L. Antwine II, City Manager

SUBJECT: Adopting a List of Projects for Fiscal Year 2026-2027 for the use of funds from the Road Repair and Accountability Act of 2017 (SB-1)

RECOMMENDATION:

It is recommended that Council read by title only, waive further reading and adopt Resolution No. 2026-34 titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2026-2027 TOTALLY OR PARTIALLY FUNDED BY SB-1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 (SB 1)

BACKGROUND:

On April 28, 2017, the Governor of California signed Senate Bill 1 (SB-1), the Road Repair and Accountability Act of 2017, also known as the Road Maintenance and Rehabilitation Account (RMRA). SB-1 provides additional state funding to address basic road maintenance, rehabilitation, and critical safety needs on highways and local streets, which is funded by a per gallon fuel tax and vehicle registration fees.

Each city and county is required to adopt by resolution, a list of all projects proposed to receive funding from the RMRA. The resolution must include a description and location of each proposed project, a proposed schedule of completions, and the estimated useful life of the improvement. The resolution will also include how the city set its transportation priorities and the use of the limited SB-1 funding.

The City's infrastructure decisions regarding the allocation of transportation funds, relies in part, on the City's approved Pavement Management System (PMS) 2022 Update. This management tool facilitates the effectiveness of decisions for the maintenance, resurfacing, and reconstruction of the community's roadways. The PMS database was established using a combination of pavement conditions survey and rating of every street to identify structural deterioration, surface deterioration/condition, ride quality, skid resistance, potholes, and related data.

DISCUSSION:

The SB-1 funding will help the City maintain and rehabilitate its roadways this year and assist with similar projects in the future. The project work is expected to provide an estimated useful life of street improvement of fifteen (15) to twenty (20) years.

New FY 2026/2027 Project

The SB1 Street Improvement Project FY 26/27 (Project) includes the following RMRA eligible streets:

Project Title: SB1 Street Improvement Project FY 2026/2027 (FY26/27 SB1 Funds: $960,403) (Prior Year's SB1 Funds: $49,212) (Measure M: $349,585) (Total Estimated Project Cost: $1,359,200)			
Project Description: The project includes preparation of plans, specifications and estimate (PS&E); and construction. The construction portion of the project will include cold milling the existing AC pavement; constructing an ARHM overlay; repairing damaged driveways, sidewalks, curb and gutter, and AC pavement; upgrading ADA curb ramps; adjusting utility manholes; and restoring the traffic striping.			
Estimated Project Schedule: Start - July 1, 2026 to Completion- June 30, 2027 based on the component being funded with RMRA funds.			
Estimated Project Useful Life: The project will provide an estimated useful life for street improvements of fifteen (15) to twenty (20) years.			
Project Location: See List Below			
	Street Name	From	To
1	Woodward Ave.	Florence Ave.	Weik Ave.
2	Woodward Ave.	Weik Ave.	Brompton Ave.
3	Bear Ave.	Florence Ave.	150' S/O Florence Ave.
4	Riverside Ave	Acacia St.	Bell Ave.
5	Nevada St.	California Ave.	West End
6	Acacia St.	Wilcox Ave.	Alamo Ave
7	Pine Ave.	Randolph St.	150' N/o Randolph St.
8	Southall Lane.	Walker Ave.	Chanslor Ave.
9	Southall Lane.	Chanslor Ave.	River Dr.
10	Fishburn Ave.	Florence Ave.	Bell Ave.
11	Mayflower Pl.	Mayflower Ave.	North End
12	Orchard Ave.	Gage Ave.	Randolph Pl.

Pursuant to the PMS, these streets have a pavement condition index ("PCI") of thirty-six (36) to seventy-two (72) on an index of 1 (very poor) to 100 (good).

The proposed Project budget is as follows:

Construction	$953,000
Plans, Specifications and Estimate (@12.5%)	$119,125
Construction Management/Labor Compliance/Inspection(@12.5%)	$119,125
Project Management	$25,000
Contingency (@ 15%)	$142,950
TOTAL ESTIMATED COST	$1,359,200

The Project is proposed to be funded with FY 26/27 SB1 revenues in the estimated amount of $960,403, based on the May 2026 projections provided by the State Department of Finance,

together with an estimated SB1 fund balance of $49,212 from prior fiscal years, in addition to Measure M Funds in the amount of $349,585.

The scope of work includes preparation of the plans, specifications and estimates (PS&E) and construction. Construction scope of work includes cold milling of the existing asphalt concrete (AC) pavement; placement of an Asphalt Rubber Hot Mix (ARHM) overlay; repair of damaged driveways, sidewalks, curbs and gutters, and AC pavement; upgrading curb ramps to meet Americans with Disabilities Act (ADA) requirements; adjustment of utility manholes; and restoration of traffic striping.

Preparation of the Project plans and specifications is anticipated to begin in August 2026, with the bid package expected to be completed by October 2026. Construction is scheduled to commence in February 2027 and is anticipated to be completed by June 2027.

Conflict of Interest

According to the State's "conflict of interest" laws, when a decision involves new infrastructure or more than mere maintenance, the distance from a councilmember's real property to the new infrastructure is key. For instance:

> (a) A councilmember with an interest in real property "located 500 feet or less" from a proposed improvement may not participate in the vote. If the councilmember can show, with "clear and convincing evidence," that the improvement "will not have *any* measurable impact on the official's property," then the conflict is overcome, and the councilmember may participate in the vote. (2 CCR §18702.2(a)(7).)
>
> (b) A councilmember with an interest in real property located "more than 500 feet but less than 1,000 feet" from a proposed improvement may participate in the vote unless the improvement will change the councilmember's property's: (i) development potential; (ii) income producing potential; (iii) highest and best use; (iv) market value; or (v) character by substantially altering traffic levels, intensity of use, parking, view, privacy, noise levels, or air quality. (2 CCR §18702.2(a)(8).)
>
> (c) A councilmember with an interest in real property located 1,000 feet or more from the improvement may participate in the vote, because it is presumed that no conflict exists. But this presumption may be rebutted with "clear and convincing evidence" that the improvement will have a "substantial effect" on the property. (2 CCR §18702.2(b).)

However, please be advised that there are three (3) exceptions that overrides all of the above:

> (1) **Maintenance of Existing Infrastructure:** The maintenance of already existing infrastructure does not create a material conflict of interest for any councilmember, including those who own or have an interest in real property in the vicinity. (2 CCR §18702.2(d)(1).)
>
> (2) **No Disproportionate Impact:** Regardless of the distance between the improvement and the real property, no conflict exists if the improvement does not provide a benefit or detriment to the councilmember's property that is "disproportionate to other properties" receiving the services. (2 CCR §18702.2(6).)

(3) **Public Generally Exception:** If a decision's impact on the councilmember's real property is indistinguishable from the decision's impact on the "public generally," the councilmember may participate in the vote. An "indistinguishable impact" is defined here as a change impacting a "significant segment of the public" as determined by either:

(a) 25% of: (i) businesses or non-profits; (ii) real property; or (iii) the individual people in the councilmember's district; or

(b) 15% of the real residential property within the councilmember's district, so long as the only property at issue for the councilmember is their residence.

FISCAL IMPACT:

If the City Council approves the SB1 Project List, the project will be incorporated into the City's Capital Improvement Program (CIP) for Fiscal Year 2026–2027. Staff recommends approval of a Project Budget in the amount of $1,359,200, funded by FY 2026–2027 SB1 revenues in the amount of $960,403 (Fund 105), prior-year SB1 fund balance in the amount of $49,212 (Fund 105), and Measure M funds in the amount of $349,585 (Fund 650).

ATTACHMENT(S):

1. Resolution No. 2026-34
2. Council Member 500' Radius and Project Map

RESOLUTION NO. 2026-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2026-2027 TOTALLY OR PARTIALLY FUNDED BY SB-1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 (SB 1)

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City is estimated to receive approximately $960,403 in RMRA funding in FY 2026-2027; and

WHEREAS, this is the tenth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate its streets, and add active transportation infrastructure throughout the City this year and into the future; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in "good" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "very good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The following project will be funded in-part or solely with Fiscal Year 2026/2027 Road Maintenance and Rehabilitation Account revenues.

Project Title: Street Improvement Project FY 2026/2027 (FY26/27 SB1 Funds: $960,403) (Prior Year's SB1 Funds: $49,212) (Measure M: $349,585) (Total Estimated Project Cost: $1,359,200)			
Project Description: The project includes preparation of plans, specifications and estimate (PS&E); and construction. The construction portion of the project will include cold milling the existing AC pavement; constructing an ARHM overlay; repairing damaged driveways, sidewalks, curb and gutter, and AC pavement; upgrading ADA curb ramps; adjusting utility manholes; and restoring the traffic striping.			
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9	Southall Lane.	Chanslor Ave.	River Dr.
10	Fishburn Ave.	Florence Ave.	Bell Ave.
11	Mayflower Pl.	Mayflower Ave.	North End
12	Orchard Ave.	Gage Ave.	Randolph Pl.

SECTION 3. The Public Works Director or his designee is hereby authorized to undertake such acts as necessary to carry out this Resolution.

SECTION 4. The City Council approves the incorporation of this project in the FY26-27 Capital Improvement Program in the amount of $1,359,200 appropriating the following funding sources: FY26/27 SB1 Funds ($960,403)(Fund 105), Prior Years SB1 Funds ($49,212)(Fund 105), and Measure M ($349,585)(Fund 650).

SECTION 5. The City Clerk shall attest to the passage of the Resolution and it shall thereupon be in full force and effect.

PASSED, ADOPTED AND APPROVED this 24th day of June 2026.

_____
Ali Saleh, Mayor

APPROVED AS TO FORM

_____
Dave Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Angela Bustamante, City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 24th day of June 2026, by the following vote:

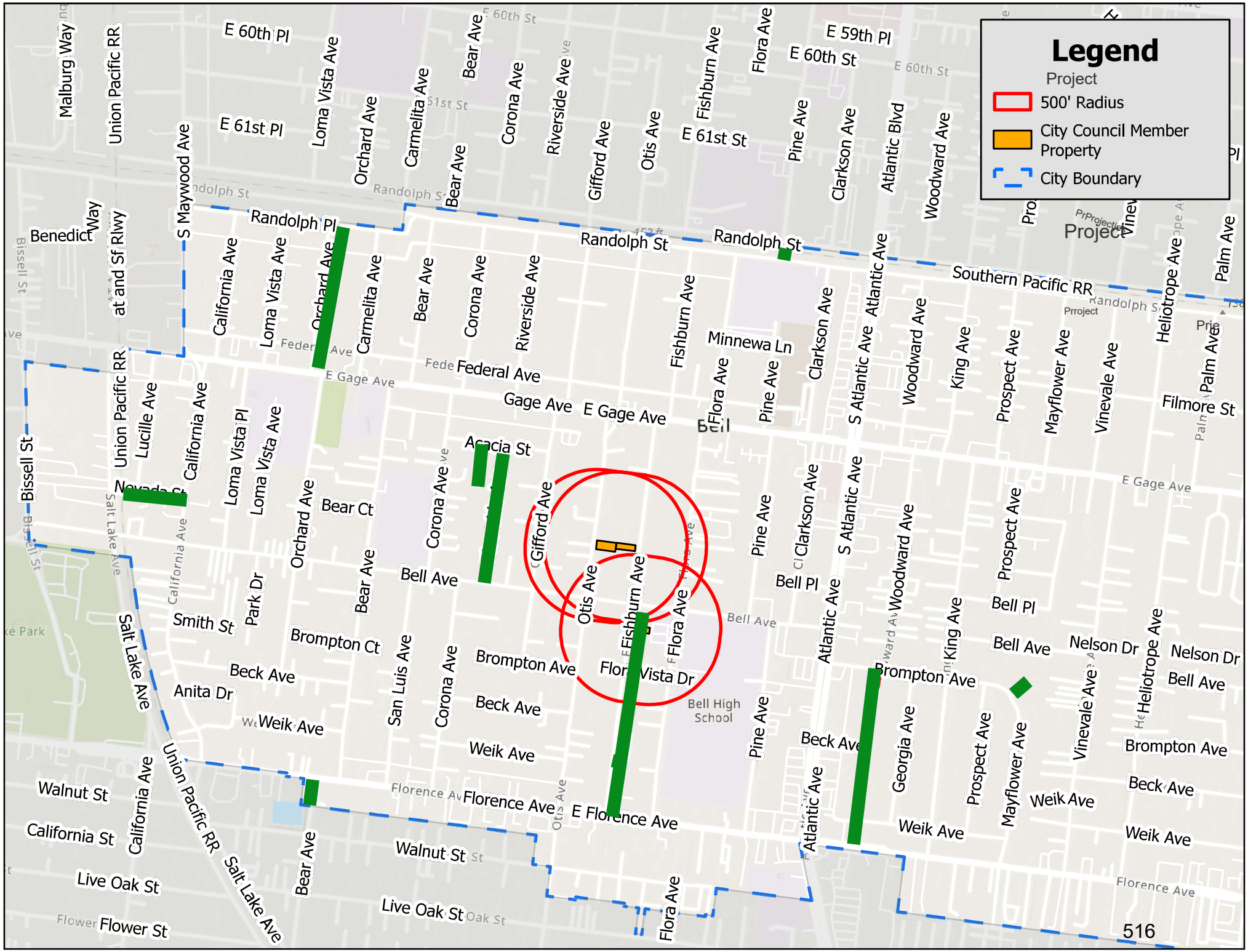
AYES:

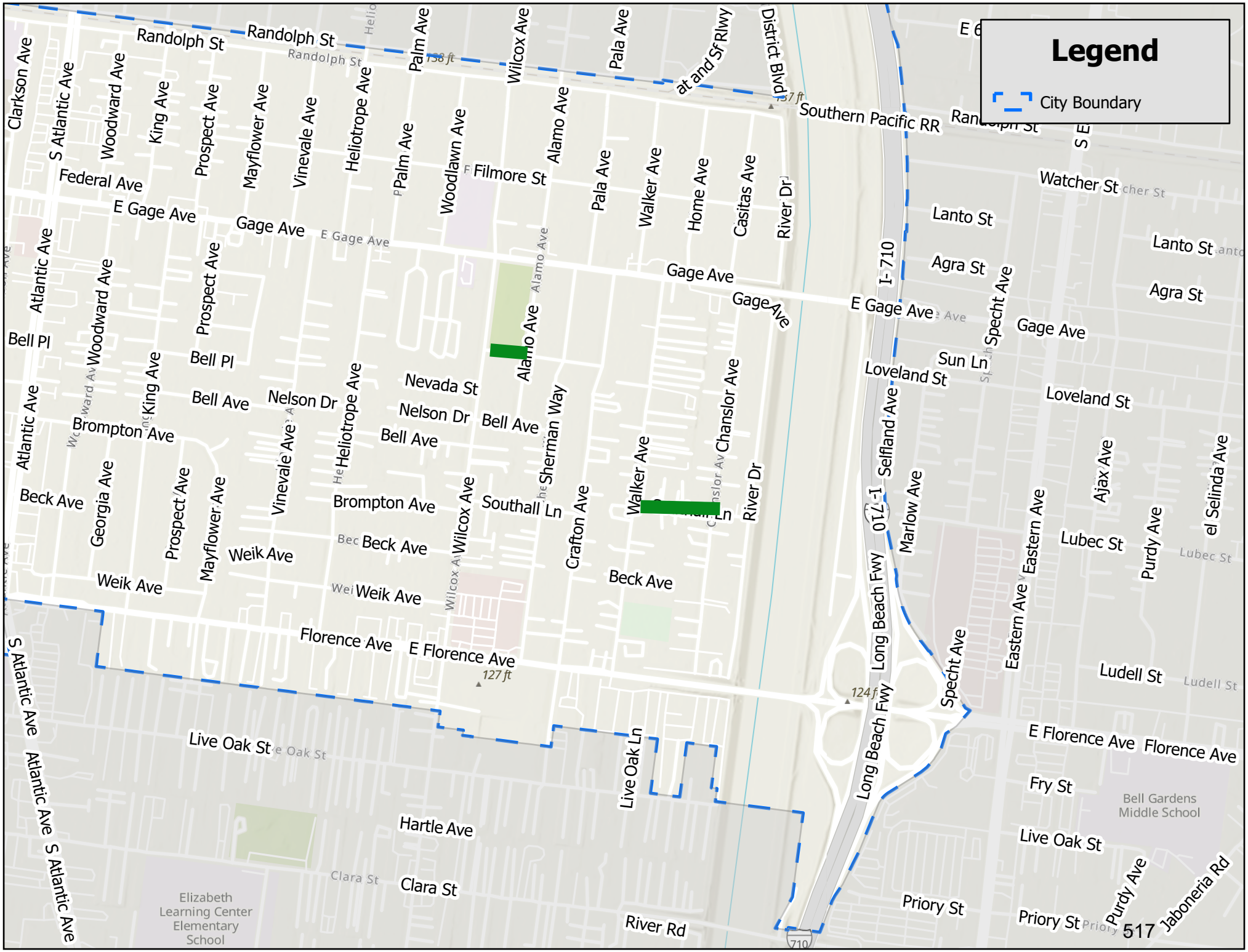
NOES:

ABSENT:

ABSTAIN:

_____
Angela Bustamante, City Clerk


Legend
Project
500' Radius
City Council Member Property
City Boundary
Project
Prroject
Bell
Bell High School
Randolph St
Randolph Pl
Southern Pacific RR
Federal Ave
E Gage Ave
Gage Ave
Minnewa Ln
Acacia St
Bell Ave
Bell Pl
Bear Ct
Smith St
Brompton Ct
Brompton Ave
Beck Ave
Weik Ave
Anita Dr
Florence Ave
E Florence Ave
Walnut St
California St
Live Oak St
Flower St
Filmore St
Nelson Dr
Vista Dr
E 60th Pl
E 60th St
E 59th Pl
E 61st Pl
E 61st St
51st St
Malburg Way
Union Pacific RR
Loma Vista Ave
Orchard Ave
Carmelita Ave
Bear Ave
Corona Ave
Riverside Ave
Gifford Ave
Otis Ave
Fishburn Ave
Flora Ave
Pine Ave
Clarkson Ave
Atlantic Blvd
Woodward Ave
Heliotrope Ave
Palm Ave
Benedict Way
at and Sf Rlwy
S Maywood Ave
California Ave
Lucille Ave
Loma Vista Pl
Nevada St
Bissell St
Salt Lake Ave
Park Dr
San Luis Ave
S Atlantic Ave
King Ave
Prospect Ave
Mayflower Ave
Vinevale Ave
Georgia Ave
Nelson Dr
516


Legend
City Boundary
Randolph St
Southern Pacific RR
Watcher St
Lanto St
Agra St
Gage Ave
E Gage Ave
Filmore St
Federal Ave
Bell Pl
Bell Ave
Nevada St
Nelson Dr
Brompton Ave
Beck Ave
Weik Ave
Florence Ave
E Florence Ave
Live Oak St
Hartle Ave
Clara St
River Rd
Priory St
Loveland St
Sun Ln
Ludell St
Fry St
Lubec St
Southall Ln
Elizabeth Learning Center Elementary School
Bell Gardens Middle School
I-710
Long Beach Fwy
Atlantic Ave
S Atlantic Ave
Clarkson Ave
Woodward Ave
King Ave
Prospect Ave
Mayflower Ave
Vinevale Ave
Heliotrope Ave
Palm Ave
Wilcox Ave
Pala Ave
Alamo Ave
Woodlawn Ave
Walker Ave
Home Ave
Casitas Ave
River Dr
Sherman Way
Crafton Ave
Chanslor Ave
Selfland Ave
Marlow Ave
Eastern Ave
Specht Ave
Ajax Ave
Purdy Ave
Jaboneria Rd
Georgia Ave
Live Oak Ln
517

AGENDA ITEM 13

City of Bell
Agenda Report

DATE: June 24, 2026

TO: Mayor and Members of the City Council

FROM: Rita Montalvo, P.E., Public Works Director

APPROVED BY: Michael L. Antwine II (e-signature)
_____
Michael L. Antwine II, City Manager

SUBJECT: Approval of Amendment No. 8 to the Agreement with Willdan Engineering for Professional Engineering Services to Extend the Term Through September 30, 2026, for an Additional Three (3) Months

RECOMMENDATION:

1) Approval of Amendment No. 8 to the Agreement with Willdan Engineering for Professional Engineering Services to Extend the Term Through September 30, 2026, for an Additional Three (3) Months

BACKGROUND:

The Engineering Division is responsible for managing the City's Capital Improvement Program (CIP), engineering review and permitting, grant administration, traffic engineering, and infrastructure-related activities. The Division also prepares plans and specifications, manages construction projects, and provides inspection and labor compliance services.

Engineering administers transportation funding and grants from Metro, Caltrans, and other federal, state, and local agencies. The Division also prepares assessment of district reports, oversees NPDES compliance and reporting requirements, prepares Measure W - Annual reports, and coordinates infrastructure activities within the public right-of-way.

Due to ongoing project demands and the need to maintain continuity of services, the City utilizes consultant support to supplement Engineering Division operations and ensure the timely delivery of projects and programs.

On August 23, 2017, the city entered into an agreement with Willdan Engineering for professional engineering services, which has continued to support the City's engineering and capital improvement needs.

The City and Consultant entered into Amendment No. 1 to the Initial Agreement, dated July 24, 2019, Amendment No. 2, dated May 13, 2020, Amendment No. 3, dated June 23, 2021, Amendment No. 4, dated June 8, 2022, Amendment No. 5, dated May 24, 2023, Amendment No. 6, dated June 12, 2024.

DISCUSSION:

On July 23, 2025, the City Council approved Amendment No. 7 to the Agreement with Willdan

Engineering, extending the term through June 30, 2026, for the provision of professional engineering services.

To continue meeting the City's engineering service needs, the City issued a Request for Proposals (RFP) for On-Call Professional Engineering, Architectural, and Staff Augmentation Services on April 14, 2026. Proposals were due on May 18, 2026, and the City received a total of forty-six (46) proposals. Due to the volume of submissions and the time required to complete the evaluation process and award a contract, staff anticipates this work will take 45-60 days to complete. Staff will submit our recommendations by the August 2026 City Council meeting. The current agreement with Willdan Engineering expires on June 30, 2026.

Considering the facts presented above regarding the RFP process for Engineering Services, staff is recommending an interim extension to ensure continuity of engineering services. Willdan has provided high-quality professional engineering services to the City since 2017 and has extensive knowledge of the City's CIPs, development review processes, and ongoing engineering activities.

Willdan agreed to continue providing services under the existing scope of work and maintain the hourly rates established on July 1, 2020. Therefore, staff recommends approval of Amendment No. 8 to extend the agreement for a term not to exceed three (3) months, through September 30, 2026. The City intends to terminate the agreement with Willdan once the new contract is ready.

FISCAL IMPACT:

The estimated cost for the three-month extension is $246,846, and is allocated among the following service categories:

Services	Sub-Budget
City Engineering Services	$71,166
Public Works Permit and Inspection Services	$13,452
Development Review and Control Services	$4,938
Engineering Services for Capital Improvement Projects	$157,290
Total Contract Amount	**$246,846**

There is no impact to the General Fund for these costs are allocated in various restricted funding sources, including Gas Tax, SB 1, Measure M, Measure R, Proposition C, Proposition A, Measure W, the Sewer Fund, and applicable federal and state grant programs.

ATTACHMENTS:

1) Original Contract – Attachment 1
2) Approved Amendment No.7 – Attachment 2
3) Proposed Amendment No.8 – Attachment 3

AGREEMENT FOR CONTRACT SERVICES

By and Between

CITY OF BELL

and

WILLDAN ENGINEERING, INC.

AGREEMENT FOR CONTRACT SERVICES
BY AND BETWEEN THE CITY OF BELL AND
WILLDAN ENGINEERING, INC.

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 23rd day of August, 2017 by and between the City of Bell, a California municipal corporation ("City") and Willdan Engineering, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Bell Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall

mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Two Million Fifty Five Thousand Dollars and No Cents ($2,055,000.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less

contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

William C. Pagett	Senior Vice President/Director
(Name)	(Title)
Adel M. Freij	Deputy Director of City Engineering
(Name)	(Title)

(Name) (Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be **the City's Director of Community Development** or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent

contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL

THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] _____
Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as

shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not

reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which

may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Bell, 6330

Pine Avenue, Bell, CA 90201 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or

other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials 

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF BELL, a municipal corporation

Fidencio Joel Gallardo
Mayor

ATTEST:

Angela Bustamante
City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

David J. Aleshire
City Attorney

CONSULTANT:

WILLDAN ENGINEERING, INC.

By: William C Pagett
Name: William C Pagett
Title: Sr. Vice Pres.

By:
Name: ADEL M. FRUTO
Title: DEPUTY DIRECTOR

Address: 13191 Crossroads Parkway North
Suite 405
Industry, California 91746-3497

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On September 5, 2017 before me, Annette M Zamora, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared William C Pagett
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ANNETTE M. ZAMORA
Notary Public – California
Los Angeles County
Commission # 2181297
My Comm. Expires Feb 20, 2021

Signature Annette M Zamora
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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State of California)
County of Los Angeles)

On September 5, 2017 before me, Annette M Zamora, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Adel Freij
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ANNETTE M. ZAMORA
Notary Public - California
Los Angeles County
Commission # 2181297
My Comm. Expires Feb 20, 2021

Signature Annette M Zamora
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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EXHIBIT "A"

SCOPE OF SERVICES

I. **Consultant will provide contract city engineering services, public works and inspection services, development review and control services, and engineering services for capital improvement projects for, and on behalf of, the City (collectively "Services"). The Services shall include, but not be limited to, the following:**

A. **City Engineering Services.**

1. **Consultant shall provide a highly qualified individual to serve as the City's contract City Engineer, who shall work out of City Hall an average of not less than 8 hours weekly and available on an as-needed basis for additional hours as approved by the Contract Officer.**

2. **Consultant shall provide a highly qualified individual to serve as the City's contract Deputy City Engineer (Senior Engineer IV classification), who shall work out of City Hall a minimum of 24 hours per week, 4 hours per day Monday through Thursday, and 8 hours on Friday.**

3. **Consultant, through its contract City Engineer, Deputy City Engineer, and/or other Consultant representatives, shall:**

a. **Attend meetings of the City Council/Successor Agency, Planning Commission, City staff, public officials, community leaders, developers, contractors, and the general public; and**

b. **Analyze the City's needs and prepare, recommend and administer long- and short range programs consistent with the economic capabilities of the City. This task would include the preparation of annual Capital Improvement Projects, programmatic and budget components, for the City and the Successor Agency; and**

c. **Review and comment on planning programs and land development projects; and**

d. **Provide general engineering consultation in connection with issues/services such as traffic congestion, street signage programs, water services, etc.; and**

e. **Recommend regulations and ordinances pertaining to engineering matters; and**

f. Provide technical advice to the City's personnel assigned to public works maintenance activities; and

g. Advise the City regarding engineering, construction financing and grant funding opportunities available from other governmental agencies and, when directed; and

h. Make recommendations pertaining to land development project control; and

i. Establish working relationships and coordinate joint efforts with other public agencies and private utilities on engineering matters affecting the City.

4. Consultant shall provide a highly qualified individual to serve as the City's contract Traffic Engineer, who shall be at City Hall an average of not less than 4 hours weekly and available on an as-needed basis for additional hours as approved by the Contract Officer, and who shall:

a. Attend meetings of the City Council/Successor Agency, Planning Commission, City staff, public officials, community leaders, developers, contractors, and the general public; and

b. Advise and assist the City Council Successor Agency, City's departments, commissions and committees and provide interface with regional and State transportation agencies; and

c. Assess the potential traffic impact of proposed development projects; and

d. When requested, prepare engineering reports for the City in response to requests for traffic control device installations and modifications, such as stop signs, crosswalks, traffic channelization and speed zones; and

e. Prepare grant applications for funding from Federal, State and regional agencies for traffic safety studies and improvements; and

f. Identify, review and develop recommendations for corrective measures at locations experiencing accident rates higher than normally anticipated; and

g. Provide technical advice to City's staff in connection with the maintenance and operation of the City's traffic signal facilities.

B. Public Works Permit and Inspection. Consultant shall provide highly qualified individual(s) to perform public works permit and inspection related services including, but not limited to, the following:

1. Providing a qualified public works inspector at City Hall to handle public works permits and other engineering-related matters at the public counter; and

2. Assisting the City's Building and Planning staff in the receipt and processing of public works permit applications; and

3. Providing construction inspection services for permit work within the public right-of-way.

C. Development Review and Control Services. Consultant shall provide highly qualified individual(s) to perform development review and control services including, but not limited to, the following:

1. Reviewing proposed, tentative tract and parcel maps, site plans, and other submittals for development/redevelopment projects and make pertinent recommendations; and

2. Performing statutory functions of City Engineer concerning the review, check and approval of land divisions; and

3. Checking all improvement plans for facilities under the City's jurisdiction prepared by private developers; and

4. Establishing performance and labor and materials bond amounts when required and coordinate the posting of such securities within the proper time sequence; and

5. Providing field inspection during construction of improvements by private developers and recommend the filing of the pertinent notices of completion and acceptance of work; and

6. Providing such necessary and related functions as are normal practice of City's Engineering Office in the review of private development projects.

D. Engineering Services for Capital Improvement Projects. Consultant shall provide highly qualified individual(s) to perform engineering services for capital improvement projects including, but not limited to, the following:

1. Providing estimates for engineering and construction costs; and

2. **Preparing engineering plans and specifications; and**

3. **Performing architect and engineer land surveys; and**

4. **Recommending contractor selection and monitor public works construction:**

   a. **Preparing bids and supervise bid procedures per City, State and Federal procurement requirements as applicable; and**

   b. **Conducting pre-construction meetings; and**

   c. **Preparing and administrate construction contracts; and**

   d. **Conducting on-site inspections to monitor compliance with plans and specifications.**

5. **Maintaining project records of specifications and addendums, procurement of contractors and construction monitoring. All original documents shall be kept in City Hall; and**

6. **Resolving disputes over contracts; and**

7. **Preparing progress and final payment reports to the City.**

II. **As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**

   A. **All documents referenced in, or prepared in furtherance of the Services described in, Section I of this Exhibit "A"**

III. **In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:**

   A. Monthly reporting of activities relating to the Services described in Section I of this Exhibit "A."

   B. Annual reporting of activities relating to the Services described in Section I of this Exhibit "A."

IV. **All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

V. **As part of its Services, and at no cost to the City, Consultant shall provide City residents/students with engineering internship opportunities. Consultant will**

manage the Engineering Internship Program and review applications of Bell students studying engineering. Consultant agrees to participate in additional Community Involvement programs that the City may have and will work with the City to make those programs a success.

VI. **Consultant will utilize the following personnel as necessary to accomplish the Services. Any changes to the persons identified below shall first be approved by the Contract Officer in writing:**

A. **William Pagett, P.E., Director, serving as City Engineer**

B. **Greg Lindsay, P.E., Deputy City Engineer, serving as Deputy City Engineer**

C. **Marlene Miyoshi, Project Manager**

D. **Adel Freij, Deputy Director**

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

Section 5.2, "General Insurance Requirements," is hereby amended and shall read as follows:

"5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and, with the exceptions of professional liability insurance and workers compensation insurance, shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates, with the exceptions of professional liability insurance and workers compensation insurance, shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] _____

Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City."

Subsection (c) of Section 5.3, "General Insurance Requirements," is hereby amended and shall read as follows:

"5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees in proportion to Consultant's proportion of fault.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement."

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. **Consultant shall perform and complete the categories of Services identified in Section I of Exhibit A based on the following annual sub-budgets using the rates set forth in Exhibit "C-1" and, as applicable, Exhibit "C-2":**

Services	Sub-Budget
City Engineering Services	**$375,000.00**
Public Works Permit and Inspection Services	**$65,000.00**
Development Review and Control Services	**$15,000.00**
Engineering Services for Capital Improvement Projects	**$230,000.00**
Annual Budget	**$685,000.00**

II. **Within the budgeted amounts identified in Section II above, and with the approval of the Contract Officer, funds may be shifted from one sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.**

III. **The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. **The total compensation for the Services shall not exceed Two Million Fifty Five Thousand Dollars and No Cents ($2,055,000.00) (the "Contract Sum"), as provided**

in Section 2.1 of this Agreement, with an annual not-to-exceed amount of Six Hundred Eight Five Thousand Dollars and No Cents ($685,000.00) per year.

EXHIBIT "C-1"

HOURLY RATES OF SPECIFIC PERSONS ASSIGNED TO THE CITY

Title	Name of Individual	Hourly Rate
Director	William Pagett	$180.00 per hour
Senior Engineer IV	Greg Lindsay	$165.00 per hour
Project Manager	Marlene Miyoshi	$130.00 per hour
Deputy Director	Adel Freij	$180.00 per hour

EXHIBIT "C-2"

GENERAL CONSULTANT RATES
FOR PERSONNEL AS MAY BE NEEDED ON A CASE BY CASE BASIS
AND PRE-APPROVED BY THE CONTRACT OFFICER

WILLDAN

WILLDAN ENGINEERING

Schedule of Hourly Rates

Effective June 12, 2017 to June 30, 2018

ENGINEERING	
Technical Aide I	$ 60.00
Technical Aide II	77.00
Technical Aide III	95.00
Drafter I	96.00
Drafter II	112.00
Senior Drafter	124.00
GIS Analyst I	129.00
GIS Analyst II	146.00
GIS Analyst III	160.00
Designer I	129.00
Designer II	134.00
Senior Designer I	141.00
Senior Designer II	148.00
Assistant Engineer I	102.00
Assistant Engineer II	122.00
Assistant Engineer III	128.00
Assistant Engineer IV	133.00
Associate Engineer I	135.00
Associate Engineer II	142.00
Associate Engineer III	149.00
Design Manager	151.00
Senior Design Manager	157.00
Senior Engineer I	152.00
Senior Engineer II	155.00
Senior Engineer III	161.00
Senior Engineer IV	165.00
Supervising Engineer	178.00
Project Manager I	130.00
Project Manager II	158.00
Project Manager III	175.00
Project Manager IV	185.00
Program Manager	185.00
Traffic Engineer I	176.00
Traffic Engineer II	185.00
City Engineer I	185.00
City Engineer II	185.00
Principal Project Manager	185.00
Deputy Director	180.00
Director	180.00
Principal Engineer	180.00

LANDSCAPE ARCHITECTURE	
Assistant Landscape Architect	$112.00
Associate Landscape Architect	129.00
Senior Landscape Architect	141.00
Principal Landscape Architect	160.00
Principal Project Manager	185.00

CONSTRUCTION MANAGEMENT	
Labor Compliance Specialist	$107.00
Labor Compliance Manager	134.00
Utility Coordinator	141.00
Assistant Construction Manager	134.00
Construction Manager	157.00
Senior Construction Manager	165.00
Project Manager IV	185.00
Deputy Director	185.00
Director	185.00

INSPECTION SERVICES	
Public Works Observer I*	$ 83.00
Public Works Observer II*	91.00
Senior Public Works Observer I*	99.00
Senior Public Works Observer II*	110.00
Senior Public Works Observer III*	119.00
Senior Public Works Observer IV*	126.00
Senior Public Works Observer V*	134.00

MAPPING AND EXPERT SERVICES	
Survey Analyst I	$112.00
Survey Analyst II	129.00
Calculator I	112.00
Calculator II	124.00
Calculator III	135.00
Senior Survey Analyst	146.00
Supervisor – Survey & Mapping	165.00
Principal Project Manager	185.00

BUILDING AND SAFETY	
Assistant Code Enforcement Officer	$ 79.00
Plans Examiner Aide	85.00
Assistant Construction Permit Specialist	95.00
Construction Permit Specialist	90.00
Code Enforcement Officer	90.00
Assistant Building Inspector*	107.00
Senior Code Enforcement Officer	112.00
Senior Construction Permit Specialist	112.00
Supervising Construction Permit Specialist	118.00
Building Inspector*	118.00
Supervisor Code Enforcement	129.00
Senior Building Inspector	129.00
Plans Examiner	129.00

BUILDING AND SAFETY	
Supervising Building Inspector	$141.00
Senior Plans Examiner	155.00
Inspector of Record	155.00
Deputy Building Official	155.00
Plan Check Engineer	155.00
Building Official	160.00
Supervising Plan Check Engineer	160.00
Principal Project Manager	185.00
Deputy Director	185.00
Director	185.00

PLANNING	
Community Development Technician	$ 95.00
Planning Technician	95.00
Assistant Planner	118.00
Assistant Community Development Planner	118.00
Associate Community Development Planner	129.00
Associate Planner	129.00
Senior Community Development Planner	146.00
Senior Planner	146.00
Principal Community Development Planner	160.00
Principal Planner	160.00
Planning Manager	180.00
Deputy Director	185.00
Director	185.00

ADMINISTRATIVE SUPPORT	
Administrative Assistant I	$ 70.00
Administrative Assistant II	85.00
Administrative Assistant III	99.00
Project Accountant I	80.00
Project Accountant II	93.00
Project Controller I	99.00
Project Controller II	112.00

Milea ge reimbursement will be charged at the current Federal guideline rate at the time of billing. Vehicles will be cha rged at a monthly rate of $500.00.

* $138 per hour For Prevailing Wage Project

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid June 12, 2017 thru June 30, 2018, thereafter, the rates may be raised once per year to the value of change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area, but not more than five percent per year.

COMPREHENSIVE. INNOVATIVE. TRUSTED.

Exhibit C-2

WILLDAN GEOTECHNICAL

WILLDAN

Fee Schedule-Personnel

Effective June 12, 2017 to June 30, 2018

TECHNICAL STAFF	
Geotechnical	
Soil Technician (Non-prevailing Wages)	82.00
Sr. Soil Technician (Non-prevailing Wages)	92.00
Soil Technician (Prevailing Wages)	112.00
Sr. Soil Technician (Prevailing Wages)	112.00
Assistant Engineer III	128.00
Associate Engineer II	142.00
Senior Engineer III	161.00
Assistant Geologist III	118.00
Associate Geologist II	142.00
Senior Geologist III	161.00
Supervising Engineer/Geotechnical Engineer/Geologist	178.00
Principal Engineer/Geologist	185.00
Special Inspection (Concrete, Structural Steel, Welding)	
Special Inspection (Non-Prevailing Wages)	76.00
Special Inspection (Prevailing Wages)	112.00
Supervisor	127.00
Construction Material Engineer	161.00

ADMINISTRATIVE	
Administrative Assistant I	70.00
Administrative Assistant II	85.00
Administrative Assistant III	99.00
Senior Drafter/CAD Operator	124.00
EXPERT WITNESS	
Principal Engineer/Geologist	350.00

taff assignments depend on availability of personnel, site location, and the level of experience that will satisfy the technical requirements of the project and neet the prevailing standard of professional care. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, .0 times the standard rates. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel. Blueprinting, reproduction, nessenger services, and printing will be invoiced at cost plus fifteen percent (15%). A subconsultant management fee of fifteen percent (15%) will be added to he direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination. Mileage/Field Vehicle usage will be harged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation. These labor billing rates will be subjected to a 4% nnual escalation and will be automatically adjusted in the invoices.

WILLDAN

WILLDAN GEOTECHNICAL

Laboratory Fees

Effective June 12, 2017 to June 30, 2018

IDENTIFICATION AND INDEX PROPERTIES	
In-Situ Moisture and Density (ASTM D2937)	20.00
Grain Size Analysis (ASTM D422) Sieve Only (3" to #200)	70.00
One Point	75.00
Specific Gravity (ASTM D854)	75.00
Sand Equivalent (ASTM D2419)	75.00
Percent Passing #200 Sieve (ASTM D1140)	50.00
Atterberg Limits (ASTM D4318) Multi Point	110.00
Sieve and Hydrometer	120.00
COMPACTION AND BEARING STRENGTH	
Modified Proctor Compaction (ASTM D1557) Method A or B (4" Mold)	165.00
Method A or B (6" Mold)	175.00
Compaction, California 216	180.00
R-Value	250.00
California Bearing Ratio CBR (ASTM D1883) 3 points	450.00
SHEAR STRENGTH	
Torvane/Pocket Penetrometer	15.00
Direct Shear - per point Consolidated-Drained per pt. (ASTM D3080)	85.00
Residual per pt	120.00
Unconfined Compression (ASTM D2166)	120.00
Unconsolidated-Undrained (UU)	150.00
ASPHALT TESTS	
Wash Gradation	100.00
Extraction/Asphalt	185.00
Hveem/Marshall Maximum Density	220.00

CONSOLIDATION/COLLAPSE AND SWELL TESTS	
Additional load increment	25.00
Additional Time rate per load increment	50.00
Single point (collapse test)	50.00
Remolded sample per specimen	50.00
Single Load Swell (ASTM D4546) Ring sample, field moisture	70.00
Ring sample, air dried	70.00
Expansion Index (ASTM D4829/UBC 29-2)	125.00
Consolidation (ASTM D2435) 8 load increments w/one time-rate	160.00
LABORATORY PERMEABILITY	
Constant Head (ASTM D2434)	235.00
Falling Head Flexible Wall (ASTM D5084)	285.00
Triaxial Permeability (EPA 9100)	330.00
CHEMICAL TESTS	
Organic content (ASTM D2974)	70.00
Corrosivity (pH, resistivity, sulfates, chlorides)	165.00
CONSTRUCTION MATERIAL TESTING	
Concrete Test Report	12.00
6 X12 Concrete Cylinder (C39)	25.00
2", 4", 6" Diameter Concrete Cores (Test Only)	25.00
Mortar and Grout, Cylinder and Cubes	25.00
Cylinders Pick-up	45.00
Reinforcing Steel, Tensile and Bend Tests	60.00

Unit rates presented are for routinely performed geotechnical and construction material laboratory tests. Other tests can be performed in our laboratory, including rock core, soil cement, and soil lime tests. Additional tests will be quoted on request. The rates will remain firm for a period of 120 days from the date of this submittal. Unit rates presented herein assume samples are uncontaminated and do not contain heavy metals, acids, carcinogens, or volatile organic compounds that can be measured by an OVA or PID with concentrations greater than 50 ppm. Willdan will not accept contaminated samples. Uncontaminated samples will be disposed of 30 days after presentation of test results. The rates will be subjected to a 4% annual escalation and will be automatically adjusted in the invoices.

WILLDAN

WILLDAN FINANCIAL

Schedule of Hourly Rates

Effective June 12, 2017 to June 30, 2018

TECHNICAL STAFF	
Assistant Analyst	$ 75.00
Analyst	100.00
Senior Analyst	120.00
Senior Project Analyst	130.00
Project Manager	145.00
Senior Project Manager	165.00
Principal Consultant / Managing Principal	200.00
Group Manager	210.00

Mileage reimbursement will be charged at the current Federal guideline rate at the time of billing. Vehicles will be charged at a monthly rate of $500.00.
* Prevailing Wage Project, Use $116.00

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2014 thru June 30, 2015, thereafter, the rates may be raised once per year to the value of change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area, but not more than five percent per year.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. **Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until June 30, 2020. The City Council, in its sole and absolute discretion, shall have the option to extend the term of the Agreement with up to two (2) one-year extensions thereafter upon the same terms and conditions.**

II. **Consultant shall perform the Services described in Section I.A of Exhibit A timely in accordance with the following schedule:**

City Engineering Services	**Timeframe for Completion**
All Duties set forth in Section A of Section I of Exhibit "A"	As directed by the Contract Officer
Public Works Permit and Inspection Services	**Timeframe for Completion**
All Duties set forth in Section B of Section I of Exhibit "A"	As directed by the Contract Officer
Development Review and Control Services	**Timeframe for Completion**
All Duties set forth in Section C of Section I of Exhibit "A"	As directed by the Contract Officer
Engineering Services for Capital Improvement Projects	
All Duties set forth in Section D of Section I of Exhibit "A"	As directed by the Contract Officer

III. **The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

AMENDMENT NO. 7

TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("Amendment No. 7") by and between the **CITY OF BELL** ("City") and **WILLDAN ENGINEERING, INC.**, a California corporation ("Consultant") is effective as of the 23rd day of July 2025.

RECITALS

A. City and Consultant entered into that certain agreement for Contractual Services dated August 23, 2017 ("Initial Agreement") whereby Consultant agreed to provide city engineering services, public works and inspection services, development review and control services, and engineering services for capital improvement projects (the "Services") through June 30, 2020, for a Contract Sum of $2,055,000, with an annual not-to-exceed amount of $685,000.

B. City and Consultant entered into Amendment No. 1 to the Initial Agreement, dated July 24, 2019, Amendment No. 2 to the Initial Agreement, dated May 13, 2020, Amendment No.3, dated June 23, 2021, Amendment No. 4, dated June 8, 2022, Amendment No. 5, dated May 24, 2023, and Amendment No. 6, dated June 12, 2024 (the Initial Agreement, as amended is collectively referred to as the "Agreement" herein) increasing the compensation due to additional services and projects and extending the term of the Agreement to June 30, 2025.

C. The City and Consultant now desire to extend the term of the Agreement and provide for the extension of the Agreement.

D. By this Amendment No. 7, the City desires to extend the Agreement through June 30, 2026, increase the annual not-to-exceed amount to $987,380, increase the maximum compensation from $8,998,695 to $9,986,075, and remove the City's option to extend the Agreement beyond June 30, 2026.

E. The total maximum compensation of $9,986,075 is comprised of the actual cost already paid for services between August 23, 2017 and June 30, 2019 ($1,656,000); the actual cost already paid for services, the outstanding unpaid balance for services incurred, and the estimated balance for services requested by the City between July 1, 2019 and June 30, 2020 ($1,450,267); the actual cost of services between July 1, 2020 and June 30, 2021 ($1,800,000); the actual cost of services between July 1, 2021 and June 30, 2022 ($1,105,000); the actual cost for services between July 1, 2022 and June 30, 2023 ($1,073,578); the actual cost for services between July 1, 2023 and June 30, 2024 ($920,540); the estimated cost for services between July 1, 2024 and June 30, 2025 ($993,310); and amount projected to be incurred between July 1, 2025 and June 30, 2026 ($987,380).

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein. Deleted text is indicated in ~~strikethrough~~ and added text in ***bold italics.***

a. **Section 2.1, "Contract Sum," is hereby amended and shall now read as follows:**

"Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~Eight Million Nine Hundred Ninety Eight Thousand Six Hundred Ninety Five Dollars and No Cents ($8,998,695)~~ ***Nine Million Nine Hundred Eighty-Six Thousand Seventy-Five Dollars and No Cents ($9,986,075.00)*** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

b. **Section 3.4, "Term," is hereby amended and shall now read as follows:**

"Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ***nine (9) years*** ~~five (5) years~~ from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

c. **Exhibit "C," "Schedule of Compensation," Section I., is hereby amended and shall now read as follows:**

Services	Sub-Budget
City Engineering Services	~~$264,000.00~~ ***$284,700.00***
Public Works Permit and Inspection Services	~~$52,000.00~~ ***$53,820.00***
Development Review and Control Services	~~$15,000.00~~ ***$28,615.00***
Engineering Services for Capital Improvement Projects	~~$649,310.00~~ ***$620,245.00***
Annual Budget	~~$993,310.00~~ ***$987,380.00***

d. **Exhibit "C," "Schedule of Compensation, "Section IV., is hereby amended and shall now read as follows:**

"The total compensation for the Services shall not exceed ~~*Eight Million Nine Hundred Ninety Eight Thousand Six Hundred and Ninety Five Dollars and No Cents ($8,998,695)*~~ ***Nine Million Nine Hundred Eighty-Six Thousand Seventy-Five Dollars and No Cents ($9,986,075.00),*** as provided in Section 2.1 of this Agreement with an annual not-to-exceed amount ~~of Six Hundred Eighty Five Thousand Dollars and No Cents ($685,000.00) per year~~ ~~*for FY 2017-2018*~~, ~~a not-to-exceed amount for FY 2018-2019 of $971,000 (Nine Hundred Seventy One Thousand Dollars), a not-to-exceed amount for FY 2019-2020 of $1,450,267 (One Million Four Hundred Fifty Thousand Two Hundred Sixty Seven Dollars, a not-to-exceed for FY 2020-2021 of $1,800,000 (One Million Eight Hundred Thousand Dollars), a not-to-exceed for FY 2021-2022 of $1,105,000 (One Million One Hundred Five Thousand Dollars), a not-to-exceed for FY 2022-2023 of $1,073,578 (One Million Seventy Three Thousand Five Hundred Seventy Eight Dollars), a not-to-exceed for FY 2023-2024 of $920,540 (Nine Hundred Twenty Thousand Five Hundred Forty Dollars), and a not-to-exceed for FY 2024-2025 of Nine Hundred Ninety Three Thousand Three Hundred and Ten Dollars ($993,310), *and a not-to-exceed*~~ ***for FY 2025-2026 of Nine Hundred Eighty-Seven Thousand Three Hundred Eighty Dollars and No Cents ($987,380.00).***"

e. **Exhibit "D," "Schedule of Performance," Section I., is hereby amended and shall now read as follows:**

"Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until June 30, 2025*6*. ~~The City Council, in its sole and absolute discretion, shall have the option to extend the term of the Agreement with up to seven (7) one-year extensions thereafter upon the same terms and conditions. The City shall provide the Consultant sixty (60) days' written notice of its desire to extend the Agreement for one additional year."~~

At the July 23, 2025 meeting, the contract was revised to remove any provision for an extension.

Consultants Initials UM

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 7, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 7, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 7 to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 7, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 7, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 7.

5. **Authority.** The persons executing this Amendment No. 7 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment No. 7, such party is formally bound to the provisions of this Amendment No. 7, and (iv) the entering into this Amendment No. 7 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 7 to the Agreement on the date and year first-above written.

CITY:
CITY OF BELL, a charter city

Ali Saleh, Mayor

ATTEST:

Angela Bustamante, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

David J. Aleshire, City Attorney

CONTRACTOR:
Willdan Engineering, Inc., a California corporation

By:
Name: Vanessa Munoz
Title: President

By:
Name:
Title:
Address: 24701 E. Katella Avenue, Suite 300 Anaheim, CA 92806

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange }

On July 29, 2025 before me, Angie Vigil, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Vanessa Muñoz
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ANGIE VIGIL
Notary Public - California
Orange County
Commission # 2473034
My Comm. Expires Nov 21, 2027

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Angie Vigil
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange }

On July 30, 2025 (Date) before me, Angie Vigil, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Kate Nguyen (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ANGIE VIGIL
Notary Public - California
Orange County
Commission # 2473034
My Comm. Expires Nov 21, 2027

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Angie Vigil
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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CERTIFICATE OF LIABILITY INSURANCE

11/9/2025

DATE (MM/DD/YYYY): 10/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Lockton Insurance Brokers, LLC CA License #0B99399 777 S. Figueroa St., 52nd Floor Los Angeles CA 90017 (213) 689-0065	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED: 1515294 Willdan Engineering 13191 Crossroads Parkway North, Suite 405 City of Industry, CA 91746	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Travelers Property Casualty Company of America — 25674 INSURER B: Allied World Surplus Lines Insurance Company — 24319 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 20100760 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X Emp. Benefits Liab. X Contr. Liab. Incl. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / X LOC OTHER:	Y	Y	P-630-A1178471-TIL-24	11/9/2024	11/9/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	Y	Y	810-A1161741-24-43-G	11/9/2024	11/9/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $	N	N	CUP-8Y112115-24-43	11/9/2024	11/9/2025	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 2,000,000 $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB-8Y032268-24-43-G	11/9/2024	11/9/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Prof Liab - Arc/Eng	N	N	0313-5950	11/9/2024	11/9/2025	Per Claim:$1,000,000 Aggregate:$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 2023 Community Development Block Grant Services. City of Bell and its officers, officials, employees and agents are included as Additional Insured(s) in accordance with the provisions of the General Liability, Automobile Liability and Umbrella Liability policies. The General Liability, Automobile Liability and Umbrella Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the provisions of the policies. See the next page

CERTIFICATE HOLDER

20100760
City of Bell
Attention: Martin Rodriguez
6330 Pine Avenue
Bell, CA 90201

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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A Waiver of Subrogation is granted in favor of City of Bell, its elected or appointed officers, agents, officials, employees and volunteers in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability, Professional Liability and Workers' Compensation policies. Policies include 30-days' notice of cancellation (except 10 days for non-payment of premium) and the provisions of each policy govern how notice of cancellation may be delivered to Certificate Holder. Separation of Insureds - except with respect to the Limits of Liability in the General Liability policy and any rights or duties specifically assigned to the first Named Insured, this insurance applies as if each Named Insured were the only Named Insured and Separately to each insured against whom the claim or suit is brought. Professional Liability: Claims Made. Retro Date: Full Prior Acts. Professional Liability SIR - $0. Umbrella Liability follows form over General Liability, Auto Liability and Employers Liability as per the policy language.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITYCOVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**

Any person or organization that you agree in a written
contract or agreement to include as an additional insured on this Coverage Part is an insured, but only

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "persona injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization

The insurance provided to such additional insured is policy period.

subject to the following provisions

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additionalinsured willbe limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additiona insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance

b. The insurance provided to such additiona insured does not apply to

(1) Any "bodily injury", "property damage" "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" oroffense.

(2) If a claim is made or "suit" is brought against the additionalinsured:

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(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice ofthe claim or "suit" as soon as practicable

(3) Immediately send us copies of all lega papers received in connection with the claim "suit", cooperate with us in the or

investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions

(4) Tender the defense and indemnity of any "suit" to any provider of other claim or

insurance which would coversuch additional insured for a loss we cover. However, this condition does not affect whetherthe insurance provided to such additional insured is primary to other insurance available to such additionalinsured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services"means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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POLICY NUMBER: P-630-A117847I-TIL-24 ISSUE DATE: 10-21-24
EFFECTIVE: 11/9/2024 - 11/9/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days
is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you
   are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the

2fo.lloTwhineg is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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ISSUE DATE: 10/21/24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days
is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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POLICY NUMBER: CUP-8Y112115-24-43 ISSUE DATE: 10/21/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION - NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION:
A PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:
THE ADDRESS FOR THT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) -

POLICY NUMBER: CB-8Y032268-24-43-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.
INCLUDING:
ORGANIZATION: ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT, EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

ENDORSEMENT NO.

AMEND SUBROGATION CLAUSE; WAIVER OF SUBROGATION
FOR CLIENTS AND THIRD PARTIES

This Endorsement, effective at 12:01 a.m. on November 9, 2024, forms part of

Policy No.	0313-5950
Issued to	Willdan Group, Inc.
Issued by	Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that Section VIII. CONDITIONS, Subsection N. is deleted in its entirety and replaced as follows:

N. SUBROGATION

In the event of any payment under this Policy, the Company shall be subrogated to all the Insured's rights of recovery against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing to prejudice such rights. The Company agrees to waive its right of subrogation against any client of the Insured or any other person or entity for a Claim which is covered by this Policy where the Insured agreed to waive any such rights in writing prior to the date the Wrongful Act giving rise to such Claim first occurred. Any recoveries shall be applied first to subrogation expenses, second to Damages and Defense Expenses paid by the Company, and third in satisfaction of the Policy Deductible shown in Item 4. of the Declarations. Any additional amounts recovered shall be paid to the First Named Insured.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO.

ADVICE OF CANCELLATION TO ENTITIES OTHER THAN
THE NAMED INSURED LIMITED TO E-MAIL NOTIFICATION

This Endorsement, effective at 12:01 a.m. on November 9, 2024, forms part of

Policy No.	0313-5950
Issued to	Willdan Engineering
Issued by	Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that:

In the event that the Company cancels this Policy for any reason other than nonpayment of premium, and

1. the cancellation effective date is prior to this Policy's expiration date;

2. the First Named Insured is under an existing contractual obligation to notify a certificate holder when this Policy is canceled (hereinafter, the "Certificate Holder(s)"); and has provided to the Company, either directly or through its broker of record, the email address of the contact at such entity; and

3. the Company receives this information after the First Named Insured receives notice of cancellation of this Policy and prior to this Policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Company;

the Company will provide advice of cancellation (the "Advice") via e-mail to such Certificate Holders not later than thirty (30) days before the effective date of cancellation.

Proof of the Company emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Company has fully satisfied its obligations under this Endorsement.

This Endorsement does not affect, in any way, coverage provided under this Policy or the cancellation of this Policy or the effective date thereof, nor shall this Endorsement invest any rights in any entity not insured under this Policy.

Any failure on the Insurer's part to deliver the Advice will not impose liability of any kind upon the Insurer or invalidate the cancellation.

Any Certificate Holder is not an Insured or a Loss Payee under this Policy. No coverage will be available under this Policy for any Claim brought by or against any Certificate Holder.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 R3 (00) -

POLICY NUMBER: [illegible]

NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to PART SIX – CONDITIONS :

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to
each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice
ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN , BUT ONLY IF:	30

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDIN
G THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE
FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION O
F THIS POLICY;AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE
BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEM
ENT.
ADDRESS:
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRIT
TEN REQUEST FROM YOU TO US.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective [illegible] Policy No. [illegible] Endorsement No.

Insurance Company Countersigned by _____
Travelers Property Casualty Company of America

DATE OF ISSUE: [illegible] ST ASSIGN:

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CITY OF BELL

CERTIFICATION OF THE CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF BELL)

I, Marisa Craft, Assistant City Clerk of the City of Bell, do hereby certify that the following agenda item was presented to and approved by the City Council at the Regular Council Meeting held on July 23, 2025:

AGENDA ITEM NO. 10:

Approval of Amendment No. 7 to the Agreement with Willdan Engineering for Professional Engineering Services. *(City Council)*

***Recommendation**: It is recommended that the City Council approve Amendment No. 7 to the Agreement for Contract Services between the City of Bell and Willdan Engineering with following key terms:*

1. Extend the term of the Agreement to June 30, 2026, with an option to renew for an additional one-year to June 30, 2027, and

2. Maintain current hourly rates at the July 1, 2020 level.

Mayor Saleh requested that the agreement for the one-year option be removed and that the city go out to bid at the end of the FY 25/26 Fiscal Year.

It was moved by Councilmember Flores to approve agenda item no. 10, with Mayors recommendation. Motion was seconded by Councilmember Romero which carried with the following roll call vote:

Roll Call: 3-0-0-2
AYES: Councilmembers Flores, Romero, and Mayor Saleh
NOES: None
ABSTAIN: None
ABSENT: Councilmember Quintana and Vice-Mayor Arroyo

Motion Passed.

I certify under penalty of perjury that the foregoing is true and correct and that this declaration was executed on July 31, 2025 in Bell, California.

Witness my hand and the official seal.

Marisa Craft,
Assistant City Clerk
City of Bell

AGENDA ITEM 10

City of Bell
Agenda Report

DATE: July 23, 2025

TO: Mayor and Members of the City Council

FROM: John Oskoui, P.E., Interim Director of Public Works

APPROVED BY: Michael L. Antwine II, City Manager

SUBJECT: Approval of Amendment No. 7 to the Agreement with Willdan Engineering for Professional Engineering Services

RECOMMENDATION:

It is recommended that the City Council approve Amendment No. 7 to the Agreement for Contract Services between the City of Bell and Willdan Engineering with following key terms:

1. Extend the term of the Agreement to June 30, 2026, with an option to renew for an additional one-year to June 30, 2027, and

2. Maintain current hourly rates at the July 1, 2020 level.

BACKGROUND:

The Engineering Division (Engineering) is responsible for fund programming; technical grant preparation; engineering development design review and permitting; public works field project support; traffic engineering, technical analysis and assistance with City utility systems and assessment districts; preparation of plans, specifications and estimates, bidding support, construction and project management, inspection, labor compliance and post-construction support for the City's Capital Improvement Program (CIP).

Engineering provides services that include management and administration of seven to ten special use transportation funds, and Los Angeles County Metropolitan Transportation Authority (Metro), Caltrans, and other Federal and local allocations and grants. Engineering provides traffic and street improvement data as needed to various agencies. Engineering also helps the Finance Department on capital improvement program budget preparation and annual audits.

Additionally, Engineering handles the Engineer's Reports and assessment calculations for the Landscape and Lighting Assessment Districts and the Sewer Maintenance District; NPDES compliance services and NPDES Annual Report; Measure W Annual Plan and Annual Report; and addresses miscellaneous engineering issues and infrastructure activities by utilities, the general public, and other government entities in the public right-of-way.

DISCUSSION:

On June 12, 2024, the City Council approved Amendment No. 6 (Attachment 1) to the Agreement with Willdan Engineering (Willdan) (Attachment 2) that extended the contract to June 30, 2025.

Over the last eight (8) years, the firm successfully managed and completed numerous projects throughout the City of Bell.

FY 2024/25 CIP

The following were completed in FY2024/25: 1) Traffic Signal Battery Backup Project; 2) Street Improvement Project FY2023-24; 3) Plans, Specifications, and Estimate for the Street Improvement Project FY2024-25; and 4) Plans, Specifications and Estimate for the Traffic Signal Equipment Upgrade (HSIP).

For the Gage Bridge Avenue Replacement Project, Willdan assisted the City to obtain additional Measure R Grant Funding in the amount of $878,392. For the Traffic Signal Equipment Upgrade Project, Willdan assisted with obtaining additional funding in the amount of $352,080, increasing the number of traffic signals to improve from 26 locations to 28 locations.

Carryover Projects-Regional

There are three (3) projects that require coordination with other agencies: 1) Florence Avenue/Slauson Bridge Project; 2) California Hi-Speed Rail; and 3) Randolph Corridor Metro Active Transportation Project. Willdan's involvement is in coordination, review of plans and provide data as needed.

FY2024/25 Other Projects

Willdan also assisted the City with other non-CIP projects. These include permitting; coordinating the Assessment Districts levy; establishing a 5-year sewer rates; closing out the Calfire Urban Forest Management grant project; managing the SB1 compliance; and coordinating the update of the Pavement Management Program.

FY2025/26 Proposed CIP

There are four carry-over projects: 1) Traffic Signal Equipment Upgrade (HSIP); 2) Gage Avenue Bridge Project; 3) Street Improvement (FY2024/25); and 4) Underground Storage Tank (SWRCB).

1. Traffic Signal Equipment Upgrade- The Traffic Signal Equipment Upgrade (HSIP) Project includes traffic signal equipment improvement to 28 signalized intersections. The PS&E was completed. The City Council awarded the contract to Econolite in November 2024. The City received additional HSIP funding for this project bringing the total grant award to $1.1 million. There is significant lead time for the materials. The expected start date for the improvements is June 11, 2025.

2. Gage Avenue Bridge Project- The Gage Avenue Bridge Project has received grant funding from Caltrans and Los Angeles County Transportation Authority (Metro). This project includes the replacement of Gage Avenue Bridge. Funding has been awarded for Project Approval and Environmental Document Phase (PAED) and PS&E. The grant funding for PAED and PS&E totals $4.7 million.

3. Street Improvement FY2024/25- PS&E was completed. This street improvement project was amended to include stormwater components using Measure W fund. The bid was released. The construction is anticipated to start in August 2025.

4. Underground Storage Tank- Involves 16 underground monitoring wells requiring approval

from the State Water Resources Control Board (SWRCB) to close. Funding for the Project is from the State of California's Underground Storage Tank Clean Up Fund. The Well Destruction Report was filed in March 2025. The City is waiting for a closure letter from the Los Angeles Regional Water Quality Control Board to fully complete the Project.

Proposed FY 2025/2026 Services

The proposed FY 25/26 CIP comprises carry-over projects and new projects in the amount of $12.7 million.

Willdan submitted a City Engineering Services Proposal to provide Engineering services at a cost of $987,380 for FY2025/26 (Attachment 4). As previously mentioned above, the firm has successfully performed a multitude of city engineering and capital improvement project services over the last eight years. The largest area of services is CIP Project Services.

Willdan is prepared to commit to the same scope of services and maintain the same schedule of hourly rates from July 1, 2020. Staff is recommending the approval of the Willdan Engineering Amendment No. 7 that extends the current City engineering contract for one year to June 30, 2026, with an option to renew for an additional year to June 30, 2027. (Attachment 3)

FISCAL IMPACT

The Willdan proposed FY25/26 annual compensation is $987,380. The table below shows the breakdown of the proposed cost among the various Engineering services.

	City Engineering Services	Public Works Permits	Development Review (Plan Check)	CIP Project Services	Annual Budget
FY 2025/26 Estimate	$284,700	$53,820	$28,615	$620,245	$987,380

The CIP Project Services cost does fluctuate year to year depending on the level of CIP adopted. Attachment No. 5 shows a list of proposed FY25-26 CIP projects.

The actual and proposed compensations have been and will be funded with the City's special use allocations that include, Gas Tax, SB-1, Measure M, Measure R, Prop C, Prop A, Measure W, Sewer Fund, and Federal and State grants.

A small General Fund allocation of $25,000 is included in the engineering budget each year for services that cannot be charged to other special funding. As mentioned previously, there are also two areas of General Fund services that are directly related to, and costs offset by, permit and development review fees.

STRATEGIC PLAN 2023-25

This agenda item aligns with the City of Bell 2023-25 Strategic Plan:

Target 3- Elevating Quality of Life

- Goal 5- Maintain a clean city
    - Action Item: Assess existing in-house maintenance programs and contracts.

ATTACHMENTS:

1. Approved Amendment No. 6 to the Agreement
2. 2017 Agreement for Contract Services Between the City of Bell and Willdan Engineering
3. Proposed- Amendment No. 7 to the Agreement
4. Willdan Engineering Proposal
5. Proposed FY25-26 CIP Budget

AMENDMENT NO. 8

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT NO. 8 TO AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 8") by and between the **CITY OF BELL**, a California charter city ("City") and **WILLDAN ENGINEERING, INC.,** a California corporation ("Consultant") is effective as of the __ day of June 2026.

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated August 23, 2017 ("Initial Agreement") whereby Consultant agreed to provide certain engineering services, public works and inspection services, development review and control services, and other services for capital improvement projects (the "Services").

B. City and Consultant entered into Amendment No. 1 to the Initial Agreement, dated July 24, 2019, Amendment No. 2, dated May 13, 2020, Amendment No. 3, dated June 23, 2021, Amendment No. 4, dated June 8, 2022, Amendment No. 5, dated May 24, 2023, Amendment No. 6, dated June 12, 2024, and Amendment No. 7, dated June 25, 2025 (the Initial Agreement, as so amended is referred to as the "Agreement" herein).

C. The City and Consultant now desire to extend the term of the Agreement for an additional three month period.

D. By this Amendment No. 8, the City desires to extend the term Agreement through September 30, 2026, increase the annual not-to-exceed amount to $246,846, and increase the maximum compensation from $9,986,075 to $10,232,921.

E. The total maximum compensation of $10,232,921 is comprised of the actual cost already paid for services between August 23, 2017, and June 30, 2019 ($1,656,000); the actual cost already paid for services, the outstanding unpaid balance for services incurred, and the estimated balance for services requested by the City between July 1, 2019, and June 30, 2020 ($1,450,267); the actual cost of services between July 1, 2020, and June 30, 2021 ($1,800,000); the actual cost of services between July 1, 2021, and June 30, 2022 ($1,105,000); the actual cost for services between July 1, 2022, and June 30, 2023 ($1,073,578); the actual cost for services between July 1, 2023, and June 30, 2024 ($920,540) ; the estimated cost for services between July 1, 2024, and June 30, 2025 ($993,310); the estimated cost for services between July 1, 2025, and June 30, 2026 ($987,380), and amounts projected to be incurred between July 1, 2026, and September 30, 2026 ($246,846).

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein. Deleted text is indicated in ~~strikethrough~~ and added text in ***bold italics.***

a. **Section 2.1 (Contract Sum), is hereby amended and shall now read as follows:**

"Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~*Nine Million Nine Hundred Eighty-Six Thousand Seventy-Five Dollars and No Cents ($9,986,075.00)*~~***Ten Million Two Hundred Thirty-Two Thousand Nine Hundred Twenty-One Dollars ($10,232,921)*** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

b. **Section 3.4 (Term), is hereby amended and shall now read as follows:**

"Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ***September 30, 2026***~~*eight (8) years* from the date hereof~~, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

c. **Exhibit "C" (Schedule of Compensation), Section I, is hereby amended and restated as follows:**

*"*I. Consultant shall perform and complete the categories of Services identified in Section 1 of Exhibit "A" based on the following annual budgets / not to exceed amounts, on a time and materials basis using the rates set forth in Exhibit "C-1" and, as applicable, Exhibit "C-2":

FY 2017-18: $685,000
FY 2018-2019: $971,000
FY 2019-2020: $1,450,267
FY 2020-2021: $1,800,000
FY 2021-2022: $1,105,000
FY 2022-2023: $1,073,578
FY 2023-2024: $920,540
FY 2024-2025: $993,310

For the period commencing on June 25, 2025 through June 30, 2026:

Services	Sub-Budget
City Engineering Services	$284,700
Public Works Permit and Inspection Services	$53,820
Development Review and Control Services	$28,615
Engineering Services for Capital Improvement Projects	$620,245
Annual Budget	$987,380

For the period commencing on July 1, 2026 through September 30, 2026:

Services	Sub-Budget
City Engineering Services	$71,166
Public Works Permit and Inspection Services	$13,452
Development Review and Control Services	$4,938
Engineering Services for Capital Improvement Projects	$157,290
Total Budget	$246,846

d. **Exhibit "C" (Schedule of Compensation), Section IV, is hereby amended and restated as follows:**

"The total compensation for the Services shall not exceed Ten Million Two Hundred Thirty-Two Thousand Nine Hundred Twenty-One Dollars ($10,232,921), as provided in Section 2.1 of this Agreement with an annual not-to-exceed amount of Two Hundred Forty-Six Thousand Eight Hundred Forty-Six Dollars ($246,846) for the three month period between July 1, 2026, through September 30, 2026**.**

e. **Exhibit "D" (Schedule of Performance), Section I., is hereby amended and shall now read as follows:**

"Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until ~~June~~***September*** 30, 2026."

2. **Continuing Effect of Agreement**. Except as amended by this Amendment No. 8, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 8, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 8 to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults**. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 8, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 8, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration**. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 8.

5. **Authority.** The persons executing this Amendment No. 8 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this

Amendment on behalf of said party, (iii) by so executing this Amendment No. 8, such party is formally bound to the provisions of this Amendment No. 8, and (iv) the entering into this Amendment No. 8 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 8 on the date and year first-above written.

CITY:
CITY OF BELL, a charter city

_____
Ali Saleh, Mayor

ATTEST:

_____
Angela Bustamante, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Danny Aleshire, City Attorney

CONSULTANT:
Willdan Engineering, Inc., a California corporation

By: _____
Name: Vanessa Munoz
Title: President

By:
Name:
Title:
Address**:** 24701 E. Katella Avenue, Suite 300 Anaheim, CA 92806

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2026, before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER
_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____
_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))
_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

AGENDA ITEM 14

City of Bell
Agenda Report

DATE: June 24, 2026

TO: Mayor and Members of the City Council

FROM: Rickey S. Manbahal, Finance Director

APPROVED BY: Michael. Antwine II (e-signature)
_____
Michael L. Antwine II, City Manager

SUBJECT: Authorization for the Purchase of Microsoft Office 365

RECOMMENDATION:

It is recommended that the City Council authorize the purchase of Microsoft Office 365, through Intelli-Tech from June 2026 to June 2027. This acquisition will continue to enhance our productivity, improve collaboration, and ensure we have access to the latest tools and security features.

BACKGROUND:

The City of Bell has used Microsoft Office 365 since 2018. The Microsoft renewal purchase, through Intelli-Tech, will provide a seamless continuation of all the existing Microsoft products to our workforce. Intelli-Tech is an authorized Microsoft vendor that has been providing high-quality computer systems management services for more than 12 years, that have included:

- Competitive pricing for information systems, programs and products
- Great customer service
- Assist with multiple services and projects
- Provide additional quotes when needed

DISCUSSION:

Microsoft Office 365 is a cloud-based suite of productivity tools that includes applications such as Word, Excel, PowerPoint, Outlook, and Teams. It offers robust features for document creation, data analysis, communication, and collaboration, which are essential for the efficient operation of our organization.

The current agreement with Intelli-Tech expires on July 1, 2026. For which, staff solicited proposals for Microsoft Office 365, and the city received the following three (3) proposals:

Quote	Vendor Name	Annual Cost
1	Intelli-Tech	$46,469.00
2	Zones	$46,899.52

3	LIFTOFF	$57,330.00

Benefits of Microsoft Office 365:

1. Productivity and Collaboration:
    i. Real-Time Collaboration: Multiple users can work on the same document simultaneously.
    ii. Access Anywhere: Cloud-based services allow staff to access files and applications from any location with internet connectivity.
    iii. Integrated Tools: Seamless integration between Office apps and other Microsoft services such as OneDrive and SharePoint.

2. Security and Compliance:
    i. Advance Security Features: Built-in security measures protect against data breaches and cyber threats.
    ii. Regular Updates: Automatic updates ensure that all users have the latest security patches and software versions.
    iii. Compliance: Helps our organization meet regulatory compliance requirements through features like data loss prevention and encrypted email.

3. Cost Efficiency:
    i. Subscription Model: Flexible pricing options allow for scalable solutions that can grow with the organization.
    ii. Reduced IT Overhead: Cloud services reduce the need for extensive on-premises IT infrastructure.

FISCAL IMPACT:

The total cost for Microsoft Office 365 is estimated at $46,469.00. The expenditure will be covered under the current Finance Department budget allocation for Outside Professional Services.

STRATEGIC PLAN 2023-25:

This agenda item aligns with the City of Bell 2023-25 Strategic Plan:

Target 4: Fostering Financial Resilience
Goal 5: Update the City's finance-related policies, procedures and process

ATTACHMENTS:

1. Zones Quote & CSP Agreement
2. Intelli-Tech Quote & CSP Agreement
3. LIFTOFF Quote & Agreement

ZONES CLOUD SOLUTION PROVIDER AGREEMENT

This Zones Cloud Solutions Provider Agreement ("**CSP Agreement**") by and between Zones, LLC ("**Zones**"), with an address at 1102 15th Street SW, Suite 102, Auburn, WA 98001-6524, and City of Bell. with an address at 6330 PINE AVE BELL CA, 90201 IL USA **06/19/2026**.

Zones sells subscriptions to certain on-line services hosted by Microsoft Corporation ("**Microsoft**"), including but not limited to Office 365 Services, Microsoft Azure Services, and Microsoft Intune Online Services ("**Microsoft Services**"). Customer desires to purchase from Zones, and Zones desires to sell to Customer, one or more such subscriptions (each a "**Subscription**") pursuant to the terms and conditions of this CSP Agreement.

This CSP Agreement sets forth the terms and conditions under which Customer will pay the amounts due on each invoice issued by Zones ("**Invoice**") for Subscription(s) to certain Microsoft Services purchased under the terms of a separate agreement ("**Sales Agreement**").

1. CUSTOMER CONTACT INFORMATION.

Contact	Rickey Manbahal		
Phone #	(323) 588-6211	Email	rmanbahal@cityofbell.gov

Customer may update the contact information above by sending an email notification to the following email address: CloudBilling@zones.com. After fifteen (15) calendar days, such updates will be reflected in the next Invoice.

2. PRODUCT INFORMATION.

Publisher/Suite	Microsoft/ M365	Zones Order No.	
Sales Agmt Type	CSP	Sales Agmt #	

3. PAYMENT.

3.1. Payment Frequency. Customer authorizes payment according to the date and frequency set forth in the table below:

Monthly Subscription	Monthly from the next business day following purchase or renewal
Annual (or Triennial) Subscription	Annually from the next business day following purchase or renewal
Perpetual License	One-time payment at the time of order or as otherwise agreed

3.2. Payment Method. Customer authorizes Zones to obtain payment from Customer as follows (mark a box):

☑ Customer agrees that, in the case of a perpetual license, a purchase order submitted by Customer authorizes Zones to submit an invoice for such purchase and Customer shall pay the amounts due thereunder. In the case of a subscription, an open account purchase order submitted by Customer authorizes Zones to submit Invoices in a recurring manner, as appropriate for the Services purchased and/or licensed under the Sales Agreement(s), and Customer shall pay the amounts due thereunder. * If a customer wishes to use any credit terms with Zones, it must elect this open account option.

PO Contact		PO No.	
Department		Dept Addr	

☐ Customer authorizes Zones to charge Customer's (separately provided) credit card for the amount due under each Invoice submitted by Zones, as appropriate for the Services purchased under the Sales Agreement(s).*

©2022 Zones, LLC

Zones will contact Customer by telephone to obtain credit card information that will be used for payment due under the first month's Invoice and that will be kept on file for payments due under later Invoices. *[This option is available only for monthly installments, not annual installments. This option will result in immediate credit card charges upon processing of the monthly invoice by Zones]*

* Invoice amounts may vary depending on the number of active licenses and Services. Amounts invoiced in any given month will reflect the then-current number of active licenses, managed services, and/or proration charges.

4. TERM.

4.1. This CSP Agreement is in full force and effect, beginning on the Effective Date and continuing until the earlier of: (a) termination by either party following the attached Zones Standard Terms and Conditions; and (b) termination or expiration of the Sales Agreement (the "**Term**").

4.2. For monthly licensing purchases, Zones may terminate this CSP Agreement on thirty (30) days' prior notice sent to Customer's address set forth above. Unless terminated as set forth in this Section, monthly licensing purchases will auto renew pursuant to the payment frequency of the previous subscription.

4.3. For yearly licensing purchases, either party may only terminate this CSP Agreement upon thirty (30) days' notice prior to the annual renewal of the Effective Date with notice sent to the other party's address set forth above. Unless terminated as set forth in this Section, yearly licensing purchases will auto renew pursuant to the payment frequency of the previous subscription.

5. INCORPORATED TERMS.

The following terms and conditions are hereby incorporated into this CSP Agreement by this reference:

- The Zones Standard Terms and Conditions that are attached hereto as Exhibit A;
- The Zones Cloud Solutions Provider Quote that is attached hereto as Exhibit B; and
- The Microsoft Cloud Agreement currently in effectand available for review at the Microsoft website accessed at https://www.microsoft.com/licensing/docs/customeragreement.

Each Party represents that this CSP Agreement is agreed and has been executed below by its duly authorized representative.

ZONES, LLC		**CITY OF BELL**	
By:	_____	By:	_____
Name:	Jake Pedersen	Name	_____
Title:	Director PPM	Title:	_____
Date:	_____	Date:	_____

Exhibit A

ZONES STANDARD TERMS AND CONDITIONS

1. **Any Pricing Subject to Change.** The pricing set out in Zones Cloud Solutions Provider Quote is subject to change if Microsoft changes its pricing to Zones.

2. **Subscription Cancellation**. Certain licenses and/or Azure Subscription quantities can be increased or decreased at any time without penalty up to and including zero (0) subscriptions which will end billing, beginning as of the next billing cycle. Azure Subscriptions and CSP Legacy quantities of existing subscriptions can be increased or decreased at any time without penalty up to and including zero (0) units which will end billing, beginning as of the next billing cycle. CSP NCE seat-based subscriptions can only be increased without penalty as of the next billing cycle during the CSP NCE agreement term (which may be month-to-month or have a 1- or 3-year subscription term). Decreasing quantities of CSP NCE seat-based subscriptions can only be applied upon renewal of the next CSP NCE agreement term.

3. **Right to Use.** Subject to the terms and conditions of this Agreement, Zones and its suppliers grant Customer the right to access and use the Services and to install and use any software included with Customer's subscription for the Services, as further described in this Agreement. Zones and its suppliers reserve all other rights.

4. **Prohibited Activities.** Customer may use the Services only in accordance with this Agreement. Customer may not reverse engineer, decompile, disassemble, or work around technical limitations in the Services, except to the extent applicable law permits it despite these limitations. Customer may not disable, tamper with, or otherwise attempt to circumvent any mechanism that meters Customer's use of the Services. Customer may not rent, lease, lend, resell, transfer, or host the Services, or any portion thereof, to or for thirdparties.

5. **Acceptable Use.** Customer shall comply with the then current acceptable use policy for the Services. Neither Customer, nor those that access any Services through Customer, may use the Services (a) in a way prohibited by law, regulation, governmental order or decree; (b) to violate the rights of others; (c) to try to gain unauthorized access to or disrupt any service, device, data, account or network; (d) to spam or distribute malware; (e) in a way that could harm the Services or impair anyone else's use of it; or (f) in any application or situation where failure of the Services could lead to the death or bodily injury of any person, or to severe physical or environmental damage. Customer agrees that any violation of the terms of this section may result in Zones or its suppliers immediately suspending Customer's use of the Services without liability to Customer.

6. **Customer Data.** Customer is solely responsible for the content of all data (including all text, sound, video, image files, and software) that are provided by or on behalf of Customer through use of the Services ("Customer Data"). Customer will secure and maintain all rights in Customer Data necessary for the Services to be provided to Customer without violating the rights of any third party or otherwise obligating Zones or its suppliers to Customer or to any third party. Zones and its suppliers do not and will not assume any obligations with respect to Customer Data or to Customer's use of the Services other than as expressly set forth in this Agreement or as required by applicable law.

7. **Responsibility for Customer's Accounts.** Customer is responsible for maintaining the confidentiality of any authentication credentials associated with Customer's use of the Services. Customer is responsible for the actions of all individuals who use the Services through Customer's account. Customer must promptly notify Zones and its suppliers about any possible misuse of Customer's accounts or authentication credentials or any security incident related to the Services.

8. **Support.** Zones will provide commercially reasonable operational and technical support to Customer for all Services ordered under this Agreement.

9. **Fees and Payment.** The initial fees for the Services are set forth on the applicable Zones Cloud Solutions Provider Quote. Fees for additional Services shall be charged by Zones at its then current rates. Customer shall pay all sales, use, value added, or other applicable taxes, duties, or similar charges except income taxes of Zones. All payments are due within 30 days after the date of Zones' invoice unless other arrangements have been approved. Any amounts not paid when due shall accrue interest at 1.5% per month or the maximum amount allowed by law, whichever is less. Customer is liable to Zones for all reasonable fees and expenses, including reasonable attorney's fees, collection agency fees, and other costs that Zones may incur to collect invoiced amounts.

10. **Software.** To enable optimal access and use of certain Services, Zones or its suppliers may allow Customer to install and use certain software in connection with Customer's use of the Services. Zones or its suppliers may check the version of the software Customer is using and recommend or download updates, with or without notice, to Customer's devices. Failure to install updates may affect Customer's ability to use certain functions of the Services. Customer must uninstall the software when Customer's right to use it ends. Zones or its suppliers may also disable it at that time. Zones and its suppliers license software to Customer, they do not sell it. License transfers are not permitted.

11. **Warranty Disclaimer.** ZONES AND ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATI ON CONTAINED IN THE MATERIALS PROVIDED IN CONNECTION WITH THE SERVICES FOR ANY PURPOSE. ALL SUCH MATERIALS AND SERVICES, ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" WITHOUT WARRANTY OF ANY KIND. ZONES AND ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE FOREGOING, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT. THE SERVICES COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. ZONES AND ITS SUPPLIERS MAY, BUT ARE NOT OBLIGATED TO, MAKE IMPROVEMENTS AND/OR CHANGES TO THE SERVICES AT ANY TIME AND WITHOUT NOTICE TO CUSTOMER.

12. **Limitation of Liability.** IN NO EVENT SHALL ZONES OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SERVICES, ANY PROVISION OF OR FAILURE TO PROVIDE THE SERVICES, OR ANY INFORMATION AVAILABLE FROM THE SERVICES. THE AGGREGATE LIABILITY OF ZONES AND ITS SUPPLIERS ARISING UNDER THIS AGREEMENT WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS

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($100.00 USD).

13. **Indemnity.** Customer agrees to indemnify, defend, and hold harmless Zones, and its officers, directors, shareholders, employees, contractors, agents, representatives, successors and assigns from and against any damage, claim, loss, expense (including reasonable attorneys' fees and damage to any person or property), occurring as a result of (i) Customer's use or inability to use the Services (including but not limited to claims: (A) for libel, slander, invasion of privacy, identity theft, or invasion oralteration of private records or data; (B) for infringement of patents, copyrights, or other intellectual property rights; (C) for security breaches of any kind; (D) for breach of applicable use policies; or (E) based on handling, storage, transmission or possession of information that contains viruses, malware or other destructive code, media or any unlawful content); (ii) Customer's or its users' reliance on the Services or on information obtained therefrom; (iii) Customer's breach of this Agreement or any third party agreement or policy; or, (iv) Customers' failure to obtain permits, licenses, or consents that Customer may be required to obtain to enable or use the Services.

14. **Term and Termination.** This Agreement will remain in effect for twelve (12) months from the Agreement Effective Date ("**Initial Term**") unless earlier terminatedas set forth herein. Upon expiration of the Initial Term and any Renewal Term, this Agreement shall automatically renew, as long as there are active subscriptions on the account, for a period of one (1) year (each, a "**Renewal Term**") unless either party gives thirty (30) days' prior written notice of its desire not to renew the Agreement upon expiration of, as applicable, the Initial Term or current Renewal Term. Unless otherwise agreed upon by the parties, upon renewal of any subscription, such subscription will be governed by the terms and conditions set forth herein. In the event any Services are terminated early, Customer is liable to Zones for any accrued Service charges set forth in the applicable Zones Cloud Solutions Provider Quote(s) and any early termination fees imposed by its suppliers for the termination of any Services prior to the end of the subscription term. Zones or its suppliers may immediately suspend Customer's use of the Services if: (1) it is reasonably needed to prevent unauthorized access to Customer Data; (2) Customer fails to respond to a claim of alleged infringement or violation of third party rights; (3) Customer does not pay any amounts owing to Zones or its suppliers when due; or (4) Customer violates any term or condition of this Agreement or any policy governing the Services.

15. **Confidentiality.** As used in this Agreement "Confidential Information" means all information of either party that is not generally known to the public, whether of a technical, business or other nature, that is provided by one party (the disclosing party) to the other party (the receiving party) and that has been identified as being proprietary and/or confidential or that by the nature of the circumstances surrounding the disclosure reasonably ought to be treated as proprietary and confidential. Confidential Information may include information originally disclosed to the disclosing party by its suppliers or other third parties. Each party agrees to retain in confidence, and to require its employees and contractors to retain in confidence, all Confidential Information of the other party and will make no use of such Confidential Information except pursuant to this Agreement. The receiving party will not disclose any Confidential Information of the disclosing party to any person other than its employees or contractors who need to know the same in the performance of their duties. The receiving party will protect and maintain the confidentiality of all Confidential Information of the disclosing party with reasonable care. The receiving party will be liable to the disclosing party for any non-compliance by its employees or contractors. Confidential Information does not include any information that (a) was in the receiving party's lawful possession prior to its disclosure by the disclosing party; (b) is later lawfully obtained by the receiving party from a third party not under an obligation of confidentiality; (c) is independently developed by the receiving party; or (d) is, or later becomes, available to the public through no breach of an obligation of confidentiality.

16. **Miscellaneous.**

a. **Notices.** Customer must send notices to Zones by mail, return receipt requested, to the address set forth on the signature page. Customer agrees to receive electronic notices from Zones or its suppliers, which will be sent by email to the account administrator Customer specifies. Notices are effective on the date on the return receipt or, for email, when sent. Customer is responsible for ensuring that the account administrator email address that Zones has is accurate and current. Any email notice that Zones sends to that email address will be effective when sent, whether or not Customer actually receives the email.

b. **Assignment.** Either party may assign this Agreement to an entity acquiring all or substantially all of such party's assets; provided that neither such party nor such assignee entity shall be relieved thereby of obligations undertaken by such party prior to such assignment. Except with respect to the foregoing, neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party. Any attempted assignment other than as expressly authorized hereunder shall be void and of no force or effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their permitted successors, assigns, heirs and legal representatives.

c. **Severability.** If any part of this Agreement is held unenforceable, the rest remains in full force and effect.

d. **Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver.

e. **No Agency.** This Agreement does not create an agency, partnership, or joint venture.

f. **Applicable Law.** This Agreement is governed by Washington law, without regard to its conflict of laws principles. Any action to enforce this Agreement must be brought in the state or federal courts sitting in Seattle, Washington. This choice of jurisdiction does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to violation of intellectual property rights.

g. **Entire Agreement.** This Agreement is the entire agreement concerning its subject matter and supersedes any prior or concurrent communications. Zones objects to and expressly rejects any provisions additional to or different than the terms herein that may appear in Customer's purchase order or any other prior or later communication from Customer unless such provision is expressly agreed to by Zones in a writing signed by Zones.

h. **Survival.** The terms in Sections 2, 3, 4, 5, 7, 8, 9, 10, 11, 13, and 14 will survive termination or expiration of this Agreement.

i. **Export Jurisdiction.** The Services are subject to U.S. export jurisdiction. Customer must comply with all applicable laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see http://www.microsoft.com/exporting/.

j. **Force Majeure.** Zones and its suppliers will not be liable for any failure in performance due to causes beyond their reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military

authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Services).

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ZONES
First Choice for IT™

Exhibit B

ZONES CLOUD SOLUTIONS PROVIDER QUOTE

Customer: CITY OF BELL	**Zones Account Team** **CSS: Waleed Channa** **AM: Sam Haziq**
Quote Date: 06/16/2026	
CRM ID: 7067676	
Partner ID: 1116756	

Cloud – Online Services

Part No.	Item Description	Quantity	Months	Price Per	Item(s) Cost
	NCE Office 365 E1 P1Y-Annual - Deprecated	144	12	$ 107.97	$ 15,547.68
	NCE Office 365 E3 P1Y-Annual - Deprecated	126	12	$ 248.31	$ 31,287.06
	NCE Microsoft Entra ID P1 P1Y-Annual	01	12	$ 64.78	$ 64.78
				$	$
				$	$
				$	$
				$	$
				$	$
				$	$
				$	$

CSP Technical Support

Part No.	Item Description	Quantity	Months	Price Per	Item(s) Cost
003911474	24x7 Admin Technical Support - Add-on licenses & Standalone Products	-	-	$ -	$ -
				$	$

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ORDER TOTAL	
	TOTAL ORDER COST
	$ 46,899.52

*Item prices quoted in the tables above are guaranteed only through the end of the month of the Quote Date.
*Pricing does not include applicable taxes, which are to be invoiced by Zones and paid by Customer.
*Pricing is subject to change by Microsoft.
*Pricing applies only to the specific items and quantities specified in the tables above.
*Pricing for consumption-based Microsoft Services is only a forecast and is subject to change based on usage.

ZONES CLOUD SOLUTIONS QUESTIONNAIRE

[To Be Completed by Customer]

Questions:

1. Do you have a **current O365 tenant/environment?**

   If *Yes*, what is your current domain?

Current Domain ID:	.onmicrosoft.com

   If *No*, please provide 3 default domain options:

Domain ID Option 1:	.onmicrosoft.com
Domain ID Option 2:	.onmicrosoft.com
Domain ID Option 3:	.onmicrosoft.com

   Administrator(s) (O365/Azure) for NEW TENANTS ONLY*

Admin Name	Admin Email	Admin Permission Level

2. **Do you have direct Microsoft licenses that need to be canceled?**

   If Yes, identify them in the table below.

Subscription Name/Identifier(s)	Quantities to Be Canceled*

   *For current tenants, administrators will remain the same.

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Notes:

Zones' technical support team will offer the following services during the onboarding call:

1. Creation of your Online Service Domain.
2. Assignment of your Online Service Administrator(s) and modification of such administrators throughout the Term of the CSP Agreement.
3. Assistance in cancelling your MOSP Online Services, if needed, based on Microsoft Services purchases.

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QUOTE

INTELLI-TECH
1652 Yeager Avenue
La Verne, CA 91750
(909) 394-5188
fax (909) 394-5190

DATE	QUOTATION NO.
06/01/26	OE021326A-KP

CONTACT	BILLING	ACCOUNT TEAM
Obum Ezekwem 323-238-9085 oezekwem@inftechnologies.com	City of Bell 6330 Pine Avenue Bell, CA 90201 Attn: Accounts Payable	Kevin Praeger (909) 394-5188 x4515 kevin.praeger@intelli-tech.com

RFQ #	SHIP	PURCHASE ORDER NO	TERMS
	City of Bell 6330 Pine Avenue Bell, CA 90201 Attn: Obum Ezekwem		Net 30
		DEPARTMENT	FOB

#	Qty	Part No.	Description	ETA	Price	Extended
1	144	C0LF8Q-0001-1Y	Microsoft Office 365 E1 (With Teams) 1-Yr	3-5 Days	$ 107.00	$ 15,408.00
2	126	C0LF8R-0001-1Y	Microsoft Office 365 E3 (With Teams) 1-Yr	3-5 Days	$ 246.00	$ 30,996.00
3	1	C0LFLS-0002-1Y	Microsoft Entra ID P1, 1-Yr	3-5 Days	$ 65.00	$ 65.00

Sub-total	$ 46,469.00
Tax 10.25%	$ -
Shipping (estimated)	$ -
E-waste	$ -
Grand Total	**$ 46,469.00**

OMNIA NCPA CONTRACT 01-170

NOTE: ALL CUSTOM ORDERS ARE NON-CANCELABLE/NON-RETURNABLE
NOTE: PRICING AND AVAILABILITY IS SUBJECT TO CHANGE WITHOUT NOTICE
NOTE: PRICING IS CONTINGENT ON QUANTITY QUOTED ABOVE

Customer Terms for Cloud Services Agreement – US Public Sector

This agreement is between **Intelli-Tech** ("we", "us", and "our") and **City of Bell** ("you" and "your"). It is effective when we accept it. Key terms are defined in § 8.

1. General.

Right to use. You may access and use Office 365, and install and use a Client (if any) included with your Subscription, only as described in this agreement. All other rights are reserved.

Acceptable use. You will use Office 365 only per the AUP. You will not use Office 365 in any way that infringes a third party's patent, copyright, or trademark or misappropriates its trade secret. You may not reverse engineer, decompile, work around technical limits in, or disassemble Office 365, except if applicable law permits despite this limit. You may not rent, lease, lend, resell, transfer, or host Office 365 to or for third parties.

Compliance. You will comply with all laws and regulations applicable to your use of Office 365. In providing Office 365, we and our Providers will comply with all laws and regulations (including applicable security breach notification law) that generally apply to IT service providers. You will obtain any consents required: (1) to allow you to access, monitor, use, and disclose user data; and (2) for us to provide Office 365. If you are an educational institution, you will obtain any parental consent for end users' use of Office 365 as required by applicable law.

Customer Data. Customer Data is used only to provide you Office 365. This use may include troubleshooting to prevent, find and fix problems with Office 365's operation. It may also include improving features for finding and protecting against threats to users. Neither we nor our Providers will derive information from Customer Data for any advertising or other commercial purposes. We will enable you to keep Customer Data separate from consumer services. Customer Data will not be disclosed unless required by law or allowed by this agreement. Your contact information may be provided so that a requestor can contact you. If law requires disclosure, we will use commercially reasonable efforts to notify you, if permitted. Customer Data may be transferred to, and stored and processed in, any country we or our Providers maintain facilities, unless you provision your tenant in the United States, If you do, Microsoft will provide Office 365 from data centers in the United States, and storage of the following customer data at rest will be located in data centers only in the United States: (i) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), and (ii) SharePoint Online site content and the files stored within that site.

Changes. Office 365 may be changed periodically, after which you may need to agree to new terms. You may be required to run a client software upgrade on devices using Office 365 after a change to maintain full functionality.

Use rights. Use rights specific to Office 365 are posted online at the link to the AUP.

2. Confidentiality and Security.

We and our Providers will (a) maintain appropriate technical and organizational measures, internal controls, and data security routines intended to protect Customer Data against accidental loss or change, unauthorized disclosure or access, or unlawful destruction and (b) not disclose Customer Data, except as required by law or expressly allowed. Neither party will make any public statement about this agreement's terms without the other's prior written consent.

3. Term, Termination, and Suspension.

Term and termination. This agreement will remain in effect for three years' subject to your right under applicable law to terminate for convenience.

Customer Data. You may extract Customer Data at any time. If your Subscription expires or terminates, we will keep your Customer Data in a limited account for at least 90 days so you may extract it. We may delete your Customer Data after that.

Regulatory. If a government rule or regulation applies to us or our Providers, but not generally to other businesses, and makes it difficult to operate Office 365 without change, or we or our Providers believe this agreement or Office 365 may conflict with the rule or regulation, we may change Office 365 or terminate the agreement. If we change Office 365 to come into compliance, and you do not like the change, you may terminate.

Suspension. We may suspend use of Office 365: (1) if reasonably needed to prevent unauthorized Customer Data access; (2) if you do not promptly respond under §5 to intellectual property claims; or (3) for non-payment; or (4) if you violate the AUP. A suspension will be in effect only while the condition or need exists and, if under clause (1) or (2), will apply to the minimum extent necessary. We will notify you before we suspend, unless doing so may increase damages. We will notify you at least 30 days before suspending for non-payment. If you do not fully address the reasons for suspension within 60 days after we suspend, we may terminate your Subscription.

4. Limited warranty; disclaimer.

We warrant that Office 365 will meet the SLA terms during the Subscription; your only remedy for breach of warranty is stated in the SLA. *We provide no (and disclaim to the extent permitted by law any) other warranties, express, implied, or statutory, including warranties of merchantability or fitness for a particular purpose.*

5. Duty to protect.

Defense. We or our Providers will defend you against any claims made by an unaffiliated third party that Office 365 infringes its patent, copyright, or trademark or misappropriates its trade secret.

Remedies. If we or our Providers reasonably believe that a claim under §5 may bar your use of Office 365, we or our Providers will seek to: (1) obtain the right for you to keep using it; or (2) modify or replace it with a functional equivalent and notify you to stop use of the prior version. If these options are not commercially reasonable, we or our Providers may terminate your rights to Office 365 and refund any payments for unused Subscription rights.

Other obligations. To the extent permitted by law, you will (1) notify us promptly of a claim under this §5 and (2) allow us or our Providers to assist in your defense or settlement. You will provide reasonable help to defend. We or our Providers will reimburse you for reasonable out-of-pocket expenses incurred in giving that help and pay the amount of any resulting adverse final judgment (or settlement the protecting party consents to). Neither we nor our Providers will be bound by any settlement to which we do not agree in writing, this § 5 provides the exclusive remedy for these claims.

Limits. The obligations of us and our Providers in this §5 won't apply to a claim or award based on: (1) Customer Data; (2) software not provided by us or our Providers; (3) modifications you make to Office 365, or materials you provide or make available as part of using Office 365; (4) your combination of Office 365 with, or damages based on the value of, a product, data, or business process not provided by us or our Providers; or (5) your use of a Microsoft trademark without their express, written consent, or your use of Office 365 after being notified to stop due to a third-party claim.

6. Limited liability.

Each party's (and our Providers') maximum aggregate liability for any claim related to this agreement is limited to direct damages up to the fees that you paid for Office 365 during the 12 months before the claim arose (or $5,000.00 if you paid no fees). *Neither party nor our Providers will be liable for lost revenues or indirect, special, incidental, consequential, punitive, or exemplary damages, even if the party knew they were possible.* The limits and exclusions in this §6 apply to the extent permitted by law, but do not apply to (1) obligations under §5; or (2) intellectual property infringement or misappropriation.

7. Agreement mechanics.

You must send notice by regular mail, return receipt requested, to the address on the Portal (effective when delivered). We may email notice to your account administrators (effective when sent). You may not assign this agreement, or any right or duty under it. If part of this agreement is held unenforceable, the rest remains in force. Failure to enforce this agreement is not a waiver. The parties are independent contractors. This agreement does not create an agency, partnership, or joint venture. This agreement is governed by the laws applicable to Customer, without regard to conflict of laws. This agreement (including the SLA and AUP) and our price sheet are the parties' entire agreement on this subject and supersedes any concurrent or prior communications. Agreement terms that require performance, or apply to events that may occur, after termination or expiration will survive, including §5. Office 365 and the Client are subject to U.S. export jurisdiction. You must comply with the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use, and destination restrictions. For more information, see http://www.microsoft.com/exporting/. Our Providers may deliver Office 365, and the rights granted to us also apply to them.

8. Definitions.

"AUP" means the acceptable use policy at http://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=5502.

"Client" means device software that we or our Providers provide you with Office 365.

"Customer Data" means all data, including all text, sound, or image files that are provided to us or our Providers by, or on behalf of, you through your use of Office 365.

"Office 365" means (1) Exchange Online, Exchange Online Archiving, SharePoint Online, Lync Online, and Office Web Apps included in Office 365 Enterprise Plans E1, E2, E3, E4, K1, and K2; and Office 365 Government Plans G1, G2, G3, G4, K1, and K2; and (2) Exchange Online Archiving; Exchange Online Protection; Exchange Online Plans 1, 2, Basic, and Kiosk; SharePoint Online Plans 1, 2, and Kiosk; Office Web Apps Plans 1 and 2; and Lync Online Plans 1, 2, and 3.

"Portal" means the Online Services Portal for Office 365 (see http://www.microsoft.com/online).

"Providers" means our affiliates, licensors, and suppliers, including Microsoft and its applicable affiliates.

"SLA" means the service level commitments we or our Providers make regarding delivery and performance of Office 365 (see http://www.microsoft.com/licensing/contracts).

"Subscription" means an order for a quantity of Office 365.

Receipt of a purchase order from City of Bell constitutes agreement to this document.

QUOTE

as of 5/4/2026

Bill to:

City of Bell, CA
6330 Pine Ave
Bell, California 90201

Ship to:

City of Bell, CA
6330 Pine Ave
Bell, California 90201

Reseller (Remit To):

LiftOff LLC
Attn: Ron Braatz
1667 Patrice Circle
Crofton, MD 21114

Terms:

Due on Receipt

Payment Options:

ACH Payment (preferred) or check

Quote Description

G SKU Item Name	Part Number	Term in Months	Price/User/ Month	Licenses	Cost/Year
Office G1 GCC	U4S-00002	12	11.00	144	$19,008.00
Office G3 GCC	AAA-11894	12	25.30	126	$38,253.60
Entra ID P1 GCC	MQM-00001	12	5.70	1	$68.40

Total: $57,330.00

Pricing Information:

- All prices are displayed in United States Dollars.
- Product and pricing data are updated frequently and may change without notice.
- Pricing valid for 14 days
- License orders are paid up front, are non-refundable, and are one-year licenses that renew each year.
- License reductions, upgrades, or cancellations may only occur at the annual renewal date.

In order to proceed, send a Purchase Order to 365licensing@liftoffonline.com. Once we have the Purchase Order, we will order the licenses from Microsoft. We will immediately invoice the full amount when we place the order.

© 2025 LiftOff, LLC. All Rights Reserved
www.LiftoffOnline.com

Customer Terms for Cloud Services Agreement
US Public Sector

This agreement is between **LiftOff LLC** ("we", "us", and "our") and **Town of Yarrow Point** ("you" and "your"). It is effective when we accept it. Key terms are defined in § 8.

1. General.

Right to use. You may access and use Office 365, and install and use a Client (if any) included with your Subscription, only as described in this agreement. All other rights are reserved.

Acceptable use. You will use Office 365 only per the AUP. You will not use Office 365 in any way that infringes a third party's patent, copyright, or trademark or misappropriates its trade secret. You may not reverse engineer, decompile, work around technical limits in, or disassemble Office 365, except if applicable law permits despite this limit. You may not rent, lease, lend, resell, transfer, or host Office 365 to or for third parties.

Compliance. You will comply with all laws and regulations applicable to your use of Office 365. In providing Office 365, we and our Providers will comply with all laws and regulations (including applicable security breach notification law) that generally apply to IT service providers. You will obtain any consents required: (1) to allow you to access, monitor, use, and disclose user data; and (2) for us to provide Office 365. If you are an educational institution, you will obtain any parental consent for end users' use of Office 365 as required by applicable law.

Customer Data. Customer Data is used only to provide you Office 365. This use may include troubleshooting to prevent, find and fix problems with Office 365's operation. It may also include improving features for finding and protecting against threats to users. Neither we nor our Providers will derive information from Customer Data for any advertising or other commercial purposes. We will enable you to keep Customer Data separate from consumer services. Customer Data will not be disclosed unless required by law or allowed by this agreement. Your contact information may be provided so that a requestor can contact you. If law requires disclosure, we will use commercially reasonable efforts to notify you, if permitted. Customer Data may be transferred to, and stored and processed in, any country we or our Providers maintain facilities, unless you provision your tenant in the United States, If you do, Microsoft will provide Office 365 from data centers in the United States, and storage of the following customer data at rest will be located in data centers only in the United States: (i) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), and (ii) SharePoint Online site content and the files stored within that site.

Changes. Office 365 may be changed periodically, after which you may need to agree to new terms. You may be required to run a client software upgrade on devices using Office 365 after a change to maintain full functionality.

Use rights. Use rights specific to Office 365 are posted online at the link to the AUP.

2. Confidentiality and Security.

We and our Providers will (a) maintain appropriate technical and organizational measures, internal controls, and data security routines intended to protect Customer Data against accidental loss or change, unauthorized disclosure or access, or unlawful destruction and (b) not disclose Customer Data, except as required by law or expressly allowed. Neither party will make any public statement about this agreement's terms without the other's prior written consent.

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3. Term, Termination, and Suspension.

Term and termination. This agreement will remain in effect for three years subject to your right under applicable law to terminate for convenience.

Customer Data. You may extract Customer Data at any time. If your Subscription expires or terminates, we will keep your Customer Data in a limited account for at least 90 days so you may extract it. We may delete your Customer Data after that.

Regulatory. If a government rule or regulation applies to us or our Providers, but not generally to other businesses, and makes it difficult to operate Office 365 without change, or we or our Providers believe this agreement or Office 365 may conflict with the rule or regulation, we may change Office 365 or terminate the agreement. If we change Office 365 to come into compliance, and you do not like the change, you may terminate.

Suspension. We may suspend use of Office 365: (1) if reasonably needed to prevent unauthorized Customer Data access; (2) if you do not promptly respond under §5 to intellectual property claims; or (3) for non-payment; or (4) if you violate the AUP. A suspension will be in effect only while the condition or need exists and, if under clause (1) or (2), will apply to the minimum extent necessary. We will notify you before we suspend, unless doing so may increase damages. We will notify you at least 30 days before suspending for non-payment. If you do not fully address the reasons for suspension within 60 days after we suspend, we may terminate your Subscription.

4. Limited warranty; disclaimer.

We warrant that Office 365 will meet the SLA terms during the Subscription; your only remedy for breach of warranty is stated in the SLA. *We provide no (and disclaim to the extent permitted by law any) other warranties, express, implied, or statutory, including warranties of merchantability or fitness for a particular purpose.*

5. Duty to protect.

Defense. We or our Providers will defend you against any claims made by an unaffiliated third party that Office 365 infringes its patent, copyright, or trademark or misappropriates its trade secret.

Remedies. If we or our Providers reasonably believe that a claim under §5 may bar your use of Office 365, we or our Providers will seek to: (1) obtain the right for you to keep using it; or (2) modify or replace it with a functional equivalent and notify you to stop use of the prior version. If these options are not commercially reasonable, we or our Providers may terminate your rights to Office 365 and refund any payments for unused Subscription rights.

Other obligations. To the extent permitted by law, you will (1) notify us promptly of a claim under this §5 and (2) allow us or our Providers to assist in your defense or settlement. You will provide reasonable help to defend. We or our Providers will reimburse you for reasonable out-of-pocket expenses incurred in giving that help and pay the amount of any resulting adverse final judgment (or settlement the protecting party consents to). Neither we nor our Providers will be bound by any settlement to which we do not agree in writing, this § 5 provides the exclusive remedy for these claims.

Limits. The obligations of us and our Providers in this §5 won't apply to a claim or award based on: (1) Customer Data; (2) software not provided by us or our Providers; (3) modifications you make to Office 365, or materials you provide or make available as part of using Office 365; (4) your combination of Office 365 with, or damages based on the value of, a product, data, or business process not provided by us or our Providers; or (5) your use of a Microsoft trademark without their express, written consent, or your use of Office 365 after being notified to stop due to a third-party claim.

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6. Limited liability.

Each party's (and our Providers') maximum aggregate liability for any claim related to this agreement is limited to direct damages up to the fees that you paid for Office 365 during the 12 months before the claim arose (or $5,000.00 if you paid no fees). *Neither party nor our Providers will be liable for lost revenues or indirect, special, incidental, consequential, punitive, or exemplary damages, even if the party knew they were possible.* The limits and exclusions in this §6 apply to the extent permitted by law, but do not apply to (1) obligations under §5; or (2) intellectual property infringement or misappropriation.

7. Agreement mechanics.

You must send notice by regular mail, return receipt requested, to the address on the Portal (effective when delivered). We may email notice to your account administrators (effective when sent). You may not assign this agreement, or any right or duty under it. If part of this agreement is held unenforceable, the rest remains in force. Failure to enforce this agreement is not a waiver. The parties are independent contractors. This agreement does not create an agency, partnership, or joint venture. This agreement is governed by the laws applicable to Customer, without regard to conflict of laws. This agreement (including the SLA and AUP) and our price sheet are the parties' entire agreement on this subject and supersedes any concurrent or prior communications. Agreement terms that require performance, or apply to events that may occur, after termination or expiration will survive, including §5. Office 365 and the Client are subject to U.S. export jurisdiction. You must comply with the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use, and destination restrictions. For more information, see http://www.microsoft.com/exporting/. Our Providers may deliver Office 365, and the rights granted to us also apply to them.

8. Definitions.

"AUP" means the acceptable use policy at http://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=5502.

"Client" means device software that we or our Providers provide you with Office 365.

"Customer Data" means all data, including all text, sound, or image files that are provided to us or our Providers by, or on behalf of, you through your use of Office 365.

"Office 365" means (1) Exchange Online, Exchange Online Archiving, SharePoint Online, Lync Online, and Office Web Apps included in Office 365 Enterprise Plans E1, E2, E3, E4, K1, and K2; and Office 365 Government Plans G1, G2, G3, G4, K1, and K2; and (2) Exchange Online Archiving; Exchange Online Protection; Exchange Online Plans 1, 2, Basic, and Kiosk; SharePoint Online Plans 1, 2, and Kiosk; Office Web Apps Plans 1 and 2; and Lync Online Plans 1, 2, and 3.

"Portal" means the Online Services Portal for Office 365 (see http://www.microsoft.com/online).

"Providers" means our affiliates, licensors, and suppliers, including Microsoft and its applicable affiliates. "SLA" means the service level commitments we or our Providers make regarding delivery and performance of Office 365 (see http://www.microsoft.com/licensing/contracts).

"Subscription" means an order for a quantity of Office 365.

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UNDER SEPARATE COVER
AGENDA ITEM NO. 15

15. Approval of Resolution No. 2026-37 Declaring the Results of the City of Bell General Municipal Election Consolidated with the Statewide Primary Election Held on June 2, 2026. (City Council)

Recommendation: *It is recommended that the City Council read by title only, waive further reading and adopt Resolution 2026-37 titled:*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON TUESDAY, JUNE 2, 2026, DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW